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**INVITATION TO BID (ITB) No. N\_25\_2020\_SOM  
CONTRACT FOR PROCUREMENT OF SOFTWARE & HARDWARE OF FRC ICT**

Date: 17<sup>th</sup> February 2020

Dear Sir/Madam,

You are kindly requested to submit your bid for services described in this ITB.

Bidders requesting clarification on provisions stipulated in this ITB shall communicate those in writing to [tenders@idlo.int](mailto:tenders@idlo.int) not later than 72 hours prior to the deadline for submission of bids. The requests for clarification will have "Request for clarifications **INVITATION TO BID (ITB) no. N\_25\_2020\_SOM mentioned** in the subject.

This ITB is comprised of:

Instructions to bidders

Terms of Reference/Technical Specifications Annex A

Bid Submission Form Annex B

Price Schedule Annex C

IDLO Special Conditions of Contract Annex D

IDLO General Terms and Conditions for the Procurement of Goods Annex E

Supplier Code of Conduct Annex F

Bids shall be submitted to the following secure e-mail address: [tenders@idlo.int](mailto:tenders@idlo.int) no later than **2<sup>nd</sup> March 2020, 13:00 Mogadishu (Somalia) time** and should have "Bid for **INVITATION TO BID (ITB) No. N\_196\_2019\_SOM** mentioned in the subject. Bids sent with different or alternative subject or copied to any other email address in addition to [tenders@idlo.int](mailto:tenders@idlo.int) will be automatically deleted and will not be considered for evaluation. Total size of the attachments to the bid should not exceed **20MB** and all attached files should be converted to PDFs. Failure to do so might bring to disqualification of the vendors.

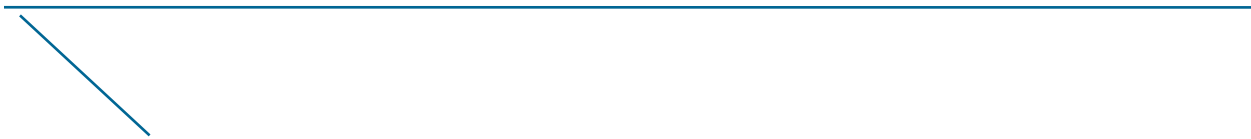
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**Instructions to Bidders:**

Qualification Requirements	<p>Bidders are required to submit the following documents to ascertain their qualification:</p> <ul style="list-style-type: none"><li>a) Company profile including the official name of the company, its address, its telephone number, its e-mail address and the overall business activities of the company.</li><li>b) Registration certificate with the local authority and relevant Ministries.</li><li>c) Annexes B &amp; C duly filled, signed and stamped</li><li>d) Official corporate bank or Dahabshil account coordinates as per what will be reflected on invoices to IDLO.</li></ul> <p>All documentary evidence submitted by the Bidders will be reviewed and its adequacy will be further established to the satisfaction of IDLO.</p>
Submission of BIDS	<p>Bids shall only be submitted electronically to: <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> no later than 02/03/2020, 13:00 Mogadishu (Somalia) time and should have "Bid for <b>INVITATION TO BID (ITB) No. N_25_2020_SOM</b> mentioned in the subject.</p> <p>Bids sent with different or alternative subject or copied to any other email address in addition to <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> will be automatically disqualified from evaluation.</p> <p>Total size of the attachments to the bid should not exceed 20MB and all attached files should be converted to PDFs.</p>
Determination of Bids Responsiveness	<p>Prior to the detailed evaluation of bids, IDLO shall determine whether each bid</p> <ul style="list-style-type: none"><li>a) has been properly signed;</li><li>b) Is substantially responsive to the requirements.</li></ul> <p>A substantially responsive bid is one which conforms to all the terms, requirements, conditions, and specifications of the ITB.</p>

Correction of errors	<p>Bids determined to be substantially responsive shall be checked by the IDLO for any arithmetic errors. Errors shall be corrected by the IDLO as follows:</p> <ul style="list-style-type: none"> <li>a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and</li> <li>b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern.</li> <li>c) The amount stated in the bid shall be adjusted by IDLO in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder.</li> </ul>
Evaluation Criteria	<p>Evaluation of bids will consider the following:</p> <ul style="list-style-type: none"> <li>1. Price evaluation of the bid. Detailed analysis of the price schedule based on requirements listed in the price schedule and quoted for by the bidders in Annex B.</li> </ul>
Award of Contract	<p>IDLO shall award the contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the ITB, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p> <p>IDLO reserves the right to accept or reject any bid and to annul the solicitation process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for the IDLO's decision.</p>
Late Bid Submission	<p>Late bids or bids received through another channel than the one mentioned in this ITB will be automatically rejected.</p>
Partial bids	<p>Partial bids are not permitted.</p>
Validity of bids	<p>90 days from deadline for submission of bids.</p>
Currency of bids	<p>United States Dollar</p>
Required attachments to the bid	<p>The bid will consist of:</p> <ul style="list-style-type: none"> <li>- <b>Annexes B and C duly completed</b></li> <li>- <b>Documents referred to under Qualification Requirements (if required)</b></li> <li>- <b>Any other supporting documents that bidder considers relevant</b></li> </ul>

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This Invitation to Bid is not construed in any way as an offer and/or commitment to contract with your company.

## Annex A: Terms of Reference/Technical Specifications

IDLO is the only intergovernmental organization exclusively dedicated to promoting the rule of law and access to justice. IDLO enables governments and empowers people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity.

The overall objective of procurement in IDLO is the timely acquisition of goods and services in support of IDLO activities in a competitive and transparent manner while ensuring fitness of purpose and the Best Value for Money.

IDLO procurement activities adhere to the principle of fairness, competition and transparency.

This ITB is for Software & Hardware of FRC ICT.

### ASSORTED ITEMS LIST: HARDWARE REQUIREMENTS

	Particulars	Type	Specification
<b>Switches</b>			
1.	HP Aruba 253048G Switch	Aruba 253048G	HP Aruba Model J9772A 2530-48G-PoE+ Switch -48 Ports Manageable - J9772-61001, , secure Layer 2 switch series, Input Voltage100-127/200-240 VAC , External I/O Ports(48) 10/100/1000 or 10/100 ports, maximum, PoE+ available, depending on model and configuration, (4) GbE SFP slots, (2) dual-personality ports (10/100/1000 or SFP slot), or (2) 10/100/1000 ports maximum, depending on model and configuration, Stacking CapabilitiesVirtual 16 switches, PoE Capability382 W maximum, depending on model
<b>Computers</b>			
1	HP 290 G1 Microtower System	HP 290 G1	HP 290 G1 Core i5 Microtower Desktop PC (1QM93EA) - 7th Generation Intel Core i5-7100 Processor (3M Cache, 3.90 GHz, 2 cores), 8GB DDR4 Ram, 500GB Hard Drive, DVD-RW Drive, Intel HD Graphics 630, Gigabit Ethernet
2	HP Monitor Screen	HP EliteDisplay E243	24 Inch
3	HP Mouse	HP K1500	Computer Mouse
4	HP keyboard	X6W31AA	Keyboards
5	UPS APC Power Protection	APC BX650LI-MS 650VA	Battery Backup 700 VA, 390 WATTS  Up to 52 Minutes Run time
6	Premium HP NoteBook	HP 15-ay117cl	HP 15.6 inch HD Laptop, Intel Core i5-7200U Processor 2.5GHz, 12GB DDR4 RAM, 500 HDD, HDMI, Bluetooth, SuperMulti DVD, WiFi, HD Webcam, Windows 10 Professional
<b>Video conference</b>			

1	Logitech Video conferencem-group	Video conferencing	"Video conferencing (Camera, Speakerphone,REMOTE CONTROL, MICROPHONES, HUB / CABLES / POWER) Affordable video conferencing for mid to large-sized meeting rooms"
<b>Projector</b>			
1	ViewSonic 4K Projector with 3500 Lumens	DLP projector - 4K	HDR Support and Dual HDMI for Home Theater Day and Night (PX747-4K)
<b>Storage</b>			
1	"EXTERNAL HARD DISK DRIVE"	h3_ps_2019	Transcend 25H3 Specs, Storage Capacity 2 TB ,Connection Interface 1 x USB 3.1 Gen 1 (USB Type-A), Internal Drive SAT
<b>UPS's</b>			
1	"APC Smart-UPS SRT 10KVA 230V "	SUVTP10KH2B2S	UPS VT 10kVA 400V w/2 Batt Mod., Start-Up 5X8, Int Maint Bypass, Parallel Capable

#### **ASSORTED ITEMS LIST: SOFTWARE REQUIREMENTS**

<b>NO</b>	<b>Description</b>	<b>Type</b>	<b>Specification</b>
<b>Software's</b>			
1	SQL Server Standard Server + CAL 2019	SQL Database	2019 SQL Standard Server Database 2 core pack
2	Vaeem enterprise edition (Virtual Machine Backup & Replication), Per-Instance Licensing of 20 virtual Machines and 8 physical servers.	VAEEM	Replication and Backup Licensed per-Instance 3-year subscription, Includes Production 24x7 support
3	Exchange Server 2019 Enterprise CAL License	Exchange Server licenses	up to 5 mounted databases
4	2019 SharePoint Standard CAL	SHAREPOINT	File Share, process automation and forms technologies like Power Apps and Flow
5	Server Configuration Monitor SCM10 (up to 10 Managed Servers) - License with 1st-Year Maintenance	SCM10	Security Information and Event Management, log management, network and endpoint monitoring
6	Sysmantech Endpoint Protection 14	Sysmantech Anti-Virus	Anti-Virus security software suite that consists of anti-malware, intrusion prevention and firewall features for server and desktop computers
7	Windows 10 Professional 64 bit	WINDOWS 10	Client Operating System
8	Microsoft Office Professional 2019	OFFICE PRO	MS Office
9	COMVAULT BACKUP	COMVAULT	Version 11, Backup data protection and disaster recovery, 12 Terabytes data protection and 20 virtual servers and 10 physical servers.
10	Microsoft Project Professional standard 2019	MS PROJECT	Project MGMT Software

11	FRC CLOUD Subscription	CLOUD	Highmem 2 vCPU w Local SSD, yearly subscription for DDR
12	Gihosoft File Encryption	FILE ENCRYPTION	Lock Files, Virtual disk, Disguise file & folders etc
13	VMWare vSphere Standard 6.7 Per-Processor licences	VMWARE ESXi 6.7	ESXi & Virtual Server OS up to 4 ESXi hosts up 16 cores
14	TeamViewer	TeamViewer	TeamViewer Remote Desktop
15	Microsoft Visio	Visio	MS Office
16	Adobe Profesional 2019	Adobe	Adobe Acrobat Read/Write
17	Ghost Solution Suite 2.5 Windows Device Standard	Ghost	Image Backup widely used imaging and deployment solution with ease-of-use for managing the entire PC lifecycle, including operating system deployment with hardware-independent imaging, software distribution, easy migration of user settings and profiles,
18	SAP Crystal Reports	Crystal	SAP Crystal Business Intelligence tool which is used to generate reports from both SAP and non-SAP data sources. It enables end users to generate reports that includes exceptional visualizations and implement new business requirements
19	Cisco Email Security (ESA), email security gateway	Cisco ESA	Email Security has threat protection capabilities to detect, block, and remediate threats faster; prevent data loss; and secure important information in transit with end-to-end encryption.
20	SolarWinds Network Performance Monitor	Solarwind	Network Performance Monitor + 1 Year Maintenance - unlimited elements - standard, network monitoring software that enables you to quickly detect, diagnose, and resolve network performance problems and outages.
21	Windows Terminal Server	RDP	Remote Desktop Services, Per User of 50 Per RDS CAL

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**Annex B: Bid Submission Form**

To: IDLO

Dear Sir/Madam,

Having examined the Invitation to Bid (ITB), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver services in conformity with the said Invitation to Bid as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to perform in accordance with the Purchase Order/Service Contract/Framework Agreement to be entered into with IDLO for the services enumerated in the price schedule, per the terms of reference in Annex A.

We understand that you are not bound to accept any Bid you may receive.

Date:	
Name, Signature & Position:	
Duly authorized to sign the bid for and on behalf of:	

**Other notes:**

- Kindly note that the services quoted shall correspond to the TORs given in Annex A above.
- Prices must be inclusive of all applicable taxes.



### Annex C – Price Schedule

Quotations shall be evaluated based on the lowest priced quotation meeting all technical requirements indicated above. The rates and prices include all necessary costs for all labour, materials, tools and utilities, all overhead, profit, taxes and duties, together with all general risks, liabilities, insurance and requirements set out or implied in the Agreement including ANNEX-A, Terms of References.

#### 1. PRICE SCHEDULE HARDWARE REQUIREMENTS

	Particulars	Type	Specification	Quantity	Unit Price USD	Total Price USD
1.	HP Aruba 253048G Switch	Aruba 253048G	HP Aruba Model J9772A 2530-48G-PoE+ Switch -48 Ports Manageable - J9772-61001, , secure Layer 2 switch series, Input Voltage100-127/200-240 VAC , External I/O Ports(48) 10/100/1000 or 10/100 ports, maximum, PoE+ available, depending on model and configuration, (4) GbE SFP slots, (2) dual-personality ports (10/100/1000 or SFP slot), or (2) 10/100/1000 ports maximum, depending on model and configuration, Stacking CapabilitiesVirtual 16 switches, PoE Capability382 W maximum, depending on model	2		
2	HP 290 G1 Microtower System	HP 290 G1	HP 290 G1 Core i5 Microtower Desktop PC (1QM93EA) - 7th Generation Intel Core i5-7100 Processor (3M Cache, 3.90 GHz, 2 cores), 8GB DDR4 Ram, 500GB Hard Drive, DVD-RW Drive, Intel HD Graphics 630, Gigabit Ethernet	15		
3	HP Monitor Screen	HP EliteDisplay E243	24 Inch	15		
4	HP Mouse	HP K1500	Computer Mouse	15		
5	HP keyboard	X6W31AA	Keyboards	15		
6	UPS APC Power Protection	APC BX650LI-MS 650VA	Battery Backup 700 VA, 390 WATTS   Up to 52 Minutes Run time	15		
7	Premium HP NoteBook	HP 15-ay117cl	HP 15.6 inch HD Laptop, Intel Core i5-7200U Processor 2.5GHz, 12GB DDR4 RAM, 500 HDD, HDMI, Bluetooth, SuperMulti DVD, WiFi, HD Webcam, Windows 10 Professional	4		

8	Logitech Video conferencecam-group	Video conferencing	"Video conferencing (Camera, Speaker phone,REMOTE CONTROL, MICROPHONES, HUB / CABLES / POWER) Affordable video conferencing for mid to large-sized meeting rooms"	2		
9	ViewSonic 4K Projector with 3500 Lumens	DLP projector - 4K	HDR Support and Dual HDMI for Home Theater Day and Night (PX747-4K)	1		
10	"EXTERNAL HARD DISK DRIVE"	h3_ps_2019	Transcend 25H3 Specs, Storage Capacity 2 TB ,Connection Interface 1 x USB 3.1 Gen 1 (USB Type-A), Internal Drive SAT	7		
11	"APC Smart-UPS SRT 10KVA 230V "	SUVTP10KH2B2S	UPS VT 10kVA 400V w/2 Batt Mod., Start-Up 5X8, Int Maint Bypass, Parallel Capable	1		
<b>Total amount</b>						

**PRICE SCHEDULE SOFTWARE REQUIREMENTS**

	<b>Description</b>	<b>Type</b>	<b>Specification</b>	<b>Quantity</b>	<b>Unit Price USD</b>	<b>Total Price USD</b>
1.	SQL Server Standard Server + CAL 2019	SQL Database	2019 SQL Standard Server Database 2 core pack	<b>2</b>		
2.	Vaeem enterprise edition (Virtual Machine Backup & Replication), Per-Instance Licensing of 20 virtual Machines and 8 physical servers.	VAEEM	Replication and Backup Licensed per-Instance 3-year subscription, Includes Production 24x7 support	<b>1</b>		
3	Exchange Server 2019 Enterprise CAL License	Exchange Server licenses	up to 5 mounted databases	<b>1</b>		
4	2019 SharePoint Standard CAL	SHAREPOINT	File Share, process automation and forms technologies like Power Apps and Flow	<b>1</b>		
5	Server Configuration Monitor SCM10 (up to 10 Managed Servers) - License with 1st-Year Maintenance	SCM10	Security Information and Event Management, log management, network and endpoint monitoring	<b>1</b>		
6	Sysmantech Endpoint Protection 14	Sysmantech Anti-Virus	Anti-Virus security software suite that consists of anti-malware, intrusion prevention and firewall features for server and desktop computers	<b>70</b>		
7	Windows 10 Professional 64 bit	WINDOWS 10	Client Operating System	<b>15</b>		
8	Microsoft Office Professional 2019	OFFICE PRO	MS Office	<b>15</b>		
9	COMVAULT BACKUP	COMVAULT	Version 11, Backup data protection and disaster recovery, 12 Terabytes data protection and 20 virtual servers and 10 physical servers.	<b>1</b>		
10	Microsoft Project Professional standard 2019	MS PROJECT	Project MGMT Software	<b>1</b>		

11	FRC CLOUD Subscription	CLOUD	Highmem 2 vCPU w Local SSD, yearly subscription for DDR	<b>1</b>		
12	Gihosoft File Encryption	FILE ENCRYPTION	Lock Files, Virtual disk, Disguise file & folders etc	<b>10</b>		
13	VMWare vSphere Standard 6.7 Per-Processor licences	VMWARE ESXi 6.7	ESXi & Virtual Server OS up to 4 ESXi hosts up 16 cores	<b>1</b>		
14	TeamViewer	TeamViewer	TeamViewer Remote Desktop	<b>1</b>		
15	Microsoft Visio	Visio	MS Office	<b>1</b>		
16	Adobe Profesional 2019	Adobe	Adobe Acrobat Read/Write	<b>1</b>		
17	Ghost Solution Suite 2.5 Windows Device Standard	Ghost	Image Backup widely used imaging and deployment solution with ease-of-use for managing the entire PC lifecycle, including operating system deployment with hardware-independent imaging, software distribution, easy migration of user settings and profiles,	<b>5</b>		
18	SAP Crystal Reports	Crystal	SAP Crystal Business Intelligence tool which is used to generate reports from both SAP and non-SAP data sources. It enables end users to generate reports that includes exceptional visualizations and implement new business requirements	<b>1</b>		
19	Cisco Email Security (ESA), email security gateway	Cisco ESA	Email Security has threat protection capabilities to detect, block, and remediate threats faster; prevent data loss; and secure important information in transit with end-to-end encryption.	<b>1</b>		
20	SolarWinds Network Performance Monitor	Solarwind	Network Performance Monitor + 1 Year Maintenance - unlimited elements - standard, network monitoring software that enables you to quickly detect, diagnose, and resolve network performance problems and outages.	<b>1</b>		
21	Windows Terminal Server	RDP	Remote Desktop Services, Per User of 50 Per RDS CAL	<b>1</b>		
<b>Total</b>						

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Name, position and signature of the official representing requested entity	Stamp (if applicable)
<hr/> <p><i>Duly authorised to sign this quotation</i></p> <p><b>Position:</b></p> <p><b>Date:</b></p>	

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### **Annex D - IDLO Special Conditions of Contract**

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Services. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Services.

Place of delivery	FRC Building, Opposite Media-Centrale school, Bondhere district, Mogadishu Somalia
Delivery deadline	Goods to be provided and completed within 6 weeks of contract signature.
Payment terms	All payments will be conducted within 30 days after satisfactory delivery of goods and upon submission of the invoice by the supplier.

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**Annex E - IDLO General Terms and Conditions for the Procurement of Goods**

Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions for the Procurement of Goods.

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## Annex F - IDLO Supplier Code of Conduct

IDLO recognizes the universal and fundamental values enshrined in international instruments in the areas of human rights, labor, environment and anti-corruption.

IDLO expects its Suppliers to respect fundamental social and human rights, and the equal rights of men and women, take responsibility for minimizing the environmental impact of their activities, endorse ethical business practices and reach the following goals:

**1. Supplier Relationships:** The provisions of this Code of Conduct set forth the expectations of all suppliers with whom IDLO does business. IDLO expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. IDLO expects suppliers to ensure that the rules and standards of this Code of Conduct are communicated to their employees and subcontractors.

**2. Promoting the Principles of this Code of Conduct:** IDLO expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.

**3. Subcontracting:** IDLO expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

### Labor:

**4. Freedom of Association and Collective Bargaining:** IDLO expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core international principles on Freedom of Association and collective bargaining. IDLO recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

**5. Forced Labor:** IDLO expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with international rules on forced labor. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification, passports or work permits as a condition of employment.

**6. Child Labor:** IDLO expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.



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**7. Discrimination:** IDLO does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. IDLO also discourages discrimination regarding access to training, promotion, and rewards.

**8. Working Hours:** IDLO expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.

**9. Compensation:** IDLO expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.

#### **Human Rights:**

**10. Human Rights:** IDLO expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

**11. Harassment, Harsh or Inhumane Treatment:** IDLO expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

**12. Health and Safety:** IDLO expects its suppliers to follow all relevant legislation, regulations and directives in the country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems; reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; and occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

**13. Mines:** IDLO expects its suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### **Environment:**

**14. Environmental:** IDLO expects its suppliers to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

**15. Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

**16. Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

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**17. Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

**18. Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

**Drug trafficking and Terrorism:**

**19. Drug Trafficking:** IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the goods or services to be provided to IDLO.

**20. Terrorism:** IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged directly or indirectly in terrorism, or in the finance or support to terrorists. Further, IDLO expects its suppliers to warrant that neither they nor their staff, nor any other recipients of funds from the supply of goods or services to IDLO, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union. Should the supplier, its staff, or other recipients of funds from the supply of goods or services to IDLO be included in any of the above-listed sanctions lists, the supplier is expected to notify IDLO immediately.

**Bribery & Corruption:**

**21. Corruption:** IDLO expects its suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

**22. Conflict of Interest:** IDLO suppliers are expected to disclose to IDLO any situation that may appear as a conflict of interest, and disclose to IDLO if any IDLO official or professional under contract with IDLO may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

**23. Gifts and Hospitality:** IDLO does not accept any type of gift or any offer of hospitality. IDLO will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. IDLO expects its suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to IDLO personnel in order to facilitate the supplier's business with IDLO.

**24. Monitoring and Evaluation:** IDLO may conduct on-site evaluations and inspections of its suppliers' facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of IDLO that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. IDLO may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with IDLO.