

INVITATION TO BID (ITB) NO. N_67_2020_HQ
CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES FOR IMPLEMENTATION OF
IDLO PERSONAL DATA PROTECTION POLICY

Date: 5th May 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 no later than 72 hours prior to the deadline for submission of bids. The requests for clarification should have “**Request for clarifications for ITB No. N_67_2020_HQ**” mentioned in the subject.

By submitting a bid in response to this information, bidders are confirming acceptance of IDLO’s General terms and conditions and payment policy of within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB is comprised of:

Instructions to bidders	
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IDLO General Terms and Conditions for the Procurement of Services	Annex E
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Bids shall be submitted to the following e-mail address: tenders@idlo.int no later than **20th May 2020, 18:00 Rome local time.**

Prices will remain unchanged during the period of contract implementation.

Email should have “**Bid for ITB No. N_67_2020_HQ**” mentioned in the subject

line. Bids shall not exceed 20MB in size.

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">(a) Qualification of bidder (relevant professional experience); provide at least three (3) references of similar works/projects successfully completed and documented business cases (the referees can be contacted by IDLO), prior experience with personal data protection management in international organization or NGOs is desirable.(b) Qualification of the Implementation Team members; provide personal CVs, seniority, time with the company and past client experiences of the consultants/technical professionals who will be assigned to IDLO's implementation.(c) Language requirement: Fluency in English;(d) A brief description of the Bidder's Organization and an outline of experience on assignments of a similar nature; <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: tenders@idlo.int no later than 20th May 2020, 18:00 Rome (Italy) time and should have "Bid ITB No. N_67_2020_HQ" mentioned in the subject. Bids sent with different or alternative subject or copied to any other email address in addition to: tenders@idlo.int will be automatically disqualified from evaluation. 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">a) has been properly signed;b) is substantially responsive to the requirements. <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">a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; andb) 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.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.
Evaluation Criteria and rating	<p>Evaluation of bids will take into account the following:</p> <ul style="list-style-type: none">a) Full submission of qualification documentsb) Required Annexes duly completed and signedc) Technical responsiveness of the bidd) Qualification of the biddere) Price

Award of Contract	IDLO shall award the Contract to the Bidder whose offer are been determined to be the lowest cost bidder substantially responsive to the ITB. 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(s) or any obligation to inform the affected Bidder or Bidders of the grounds for the IDLO's decision
Late Bid Submission	Late bids or bids received through another channel than the one mentioned in this ITB will be automatically rejected and either returned unopened or destroyed if the return cannot be secured.
Partial bids	Partial bids are not permitted.
Validity of bids	90 days from deadline for submission of bids.
Currency of bids	EUR
Required attachments to the bid	The bid will consist of: <ul style="list-style-type: none">- Annexes B, C, D duly completed- Documents referred to under "Qualification Requirements"- Any other supporting documents that bidder considers relevant

Annex A: Terms of Reference

1. About IDLO

As the only intergovernmental organization exclusively devoted to promoting the rule of law, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy. IDLO supports emerging economies and middle-income countries to strengthen their legal capacity and rule of law framework for sustainable development and economic opportunity. IDLO enjoys Observer Status at the United Nations General Assembly. Its Headquarters are located in Rome, with a Branch Office in The Hague, Liaison Offices for the United Nations in New York and Geneva, and Country Offices in Afghanistan, Honduras, Indonesia, Jordan, Liberia, Uganda, Kenya, Kyrgyzstan, Mali, Mexico, Mongolia, Moldova, Myanmar, Philippines, Somalia, Tunisia and Ukraine. Currently IDLO employed 400 people globally.

2. Policy implementation

The IDLO Personal Data Protection Policy was adopted in September 2018. It sets out principles and procedures for the processing of personal data collected, stored, and transferred by IDLO. It applies to data provided by IDLO employees, employment candidates, and other data subjects who have provided their personal data at the request of IDLO. A workplan was established to implement effectively the policy and data representatives were appointed in each IDLO department to promote the policy outreach and best practices within the Organization.

To further assist in implementation of the policy, IDLO is seeking to assess the IDLO IT Infrastructure and technical capacities with respect to processing and storage of personal data, and to identify areas for improvement and technical solutions. The contractor will be requested to advise on developing appropriate ICT management systems for tracking the processing of personal data collected, stored and transferred by IDLO, in compliance with IDLO's Personal Data Protection Policy (<https://www.idlo.int/sites/default/files/documents/IDLO-PersonalDataProtectionPolicy-Oct2018.pdf>).

3. Duties and Responsibilities

The contractor will be tasked to first propose a plan and an approach (methodology) based on the data inventory provided by IDLO.

The contractor will prepare a report analyzing and summarizing findings, assessing and proposing solutions, and issuing specific technical recommendations to IDLO for possible interventions, improvements, upgrades required regarding the processes and technical implementations on the IT infrastructure.

The contractor's report should address the entire IDLO Organization, including not only the Rome headquarters but also Branch and Country Offices.

The contractor will prepare any documentation and reports in English.

The assessment will be conducted through direct communication with the relevant HQ stakeholders as well as Departments' Focal Points or key users in the Country Offices. Such communication should be carried out through remote communication (skype, e-mail, phone) in English.

More specifically, the contractor will undertake the following main tasks:

Task 1: Design and planning the review and assessment

Under this task the contractor will:

- Familiarize with key requirements (IDLO's Personal Data Protection Policy), stakeholders, and challenges, including through a meeting with key focal points;
- Provide a methodology for conducting the review/assessment, given the Scope of Work, and the purpose and objective of the consultancy.
- Outline a plan of work including communication for the purpose of the study; submit the methodology and plan to IDLO for approval.

Task 2: Collecting information for the review/assessment

Under this task the contractor will:

Based on the data inventory provided by IDLO, collect information for the study, in particular through:

- liaising with relevant stakeholders to review and assess the completeness of the inventory of personal data collected and processed by IDLO and the current personal data processing methodologies in accordance with IDLO's Policy on Personal Data Protection
- reviewing reports, official documents and other available sources;
- collecting relevant information through other sources as appropriate.

Task 3: Producing the report and develop recommendations

Under this task the contractor will:

- Analyze the collected information and prepare a report containing the detailed assessment of identified technical problems and needs and tailor-made recommendations for IDLO and stakeholders, as explained above under need and objective;
- Recommend necessary measures and suitable IT solutions to improve implementation, including but not limited to systems for storing, processing, transferring, redacting/anonymizing, or erasing personal data. As necessary, this should also include recommendations to adapt and/or upgrade current data processing methodologies and the cost implications of such upgrading.
- Develop and/or revise/adapt procedures and templates/forms/documents, including for:
 - a) ICT systems/platforms and access controls
 - b) Storage control of electronic files
 - c) User access controls of electronic files
 - d) Data sharing and transfers
- Develop training on new/revised systems or procedures for various types of users.

4. Deliverables and Timeline

The bidder is responsible for the following deliverables during the **five-month consultancy** and should produce Tasks 1 and 2 deliverables within a period of **three months** from the date of the contract.

Task 3 deliverables should be produced within a period of five months from the date of the contract:

	Deliverables / outputs	Percentage time/efforts
1	Task 1: Design and planning the review and assessment	25%
2	Task 2: Collecting information for the assessment	25%
3	Task 3: Producing the proposals / report and develop recommendations	50%

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 Contract 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.

Annex C – Price Schedule

TYPES OF SERVICES	DELIVERABLES OUTPUTS	QUANTITY/ UNIT MEASURE	DURATION (DAYS)	UNIT PRICE IN EUR EXCLUDING TAXES	TOTAL PRICE IN EUR EXCLUDING TAXES
Professional Services Costs	Task 1: <i>Design and planning the review and assessment</i>	Daily Rate			
	Task 2: <i>Collecting information for the review/assessment</i>	Daily Rate			
	Task 3: <i>Producing the report and develop recommendations</i>	Daily Rate			
Taxes (if applicable)					
TOTAL INCLUDING TAXES					

<p>Name, position and signature of the Bidder</p> <hr style="border: 1px solid black;"/> <p><i>Duly authorised to sign this Bid</i></p> <p>Date:</p>	<p>Bidder's Stamp</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	Rome, Italy The services will be performed remotely with visits to IDLO's Headquarters in Rome to be coordinated as per COVID-19 restrictions
Delivery deadline	"IDLO Personal Data Protection Policy, Implementation Services" will be provided starting from and no later than 4th June 2020 or immediately after the contract signature by last party. The contract will be signed for a period of up to 5 months . IDLO is not obliged to use the services provided by the Contractor. The Professional Figures prices will remain unchanged during the period of the contract.
Payment terms	IDLO will conduct the payment within 30 days after satisfactory receipt of all services and upon submission of the invoice by the supplier.

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.

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.

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.