INTERNATIONAL DEVELOPMENT LAW ORGANIZATION INVITATION TO BID

Reference: ITB N_7-2022/UKR/ITB	Date: January 19, 2022	

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for Framework Agreement for **Procurement of Cleaning Services for the Office Premises**. The full requirement is described in Annex C.

We also request that your Bid is submitted using the format specifically detailed in Annex D, E and F.

Bids submitted by email must be limited to a maximum of **10MB**, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Bids shall be evaluated based on the criteria set in Annex B.

IDLO is not bound to accept any Bid, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Bid, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this Invitation to Bid (ITB).

By submitting a Bid in response to this information, Bidders are confirming acceptance of IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct in full and; Payment Policy where payment is made within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB consists of the following Annexes. Please be guided by these in preparing your Bid:

a.	Instructions to Bidders	
b.	Preliminary Screening Criteria	Annex B
c.	Terms of Reference (TOR)	Annex C
d.	Bid Submission Form	Annex D
e.	Bidder Information Form	
f.	Price Schedule	
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Goods or	
	Services and IDLO Supplier Code of Conduct	



For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on tenders@idlo.int and mention Clarification ITB N_7-2022/UKR/ITB in the subject section of your email.

Deadline for Submission of Proposals: On or before **Date: February 3, 2022 Time: 15:00 hours Rome, Italy** local time.

Thank you and we look forward to receiving your Bid.

Sincerely yours, International Development Law Organization | IDLO Ukraine Country Office



ANNEX A INSTRUCTIONS TO BIDDERS

1.	General Considerations	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid. The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.	
2.	Cost of the Bid	The Bidder shall bear all costs associated with the preparation and submission of the Bid. IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.	
3.	Currency of Bid	Bids shall be nominated exclusively in UAH. Note: Local Suppliers must comply with any applicable laws regarding doing business in other currencies	
4.	Language of the Bid	The bid is executed in both English and Ukrainian. In case of a discrepancy, the English version shall be treated as authoritive. While the Bidder may choose to respond to the Bid in Ukrainian, IDLO's correspondence, documents and Contract relating to the Bid shall be written in the English language.	
5.	Deadline for Submissions of Bid	The Bid shall be addressed to IDLO on or before Date: February 3, 2022 Time: 15:00 hours Rome, Italy local time. Note: Proposals submitted by email must be limited to a maximum of 10MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.	
6.	Delivery Term and Place	Services shall be delivered within the agreed delivery days after issuance of Work Order from IDLO to Kyiv, 01054, O. Honchara Street 57-B, 5th floor.	
7.	Customs clearance, if needed, shall be done by:	□ IDLO □ Supplier □ N/A	
8.	Special Packing Requirement or Temperature Control	☑ N/A □ Yes	



9. Documents comprising the Bid	 The Bid shall comprise the following components: Bid Submission Form (see Annex D); Bidder Information Form (see Annex E) Price Schedule (Annex F) 	
10. Contents of solicitation documents	The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.	
11. Clarification of solicitation documents	A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on tenders@idlo.int no later than 72 hours prior to the deadline for submission of Bids.	
	Please mention Clarification ITB N_7-2022/UKR/ITB in the subject section of your email.	
	Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.	
	Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.	
12. Amendments of solicitation documents	At any time prior to the deadline for submission of Bids IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.	
	All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.	
	In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Bids.	
13. Format, signing sealing, marking and submission of Bids	The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.	
	The Bid must be submitted using the format specifically detailed in Annex D, E and F.	
	A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.	



Before the stipulated deadline, the Bidder shall send one email to the following e-mail address:

tenders@idlo.int

with the Subject: "Submission for ITB N_7-2022/UKR/ITB".

14. Joint Venture, Consortium, or Association

If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.

The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one bid.

The description of the organization of the IV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.

A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:

- a) Those that were undertaken together by the JV, Consortium or Association; and
- b) Those that were undertaken by the individual entities of the IV. Consortium or Association.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

The description of the organization of the JV, Consortium or



	Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.
15. Only One Bid	The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture. Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; f) or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Late Bids	Any Bid received by IDLO after the deadline for submission of Bids, pursuant to clause <i>Deadline for the submission of Bid</i> , will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Bid was sent by email but was not properly received due to issues in IDLO mailing system.
17. Validity Period of Bids	All Bids will be valid for 90 days from the deadline for submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Bid. The Bidders may choose not to extend the validity period of the Bid upon request of IDLO.
18. Modification and withdrawal of Bids	The Bidder may modify/withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Bids. The Bidder's modification/withdrawal notice shall be prepared,
	sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Bids.



19. Amendment of the Bid	No Bid may be modified nor withdrawn after the deadline for submission of Bids. No Bid may be modified/withdrawn in the Interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid Submission Form. At any time prior to the deadline of Bid submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders. If the amendment is substantial, IDLO may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their Bids.	
20. Bidders' conference	⊠ N/A □ Yes	
21. Right to accept, reject, or render non-responsive any or all Bids	IDLO reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to annul the solicitation process and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.	
22. Clarification of Bids	To assist in the examination, evaluation and comparison of Bids, IDLO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.	
23. Evaluation of Eligibility and Qualification	 In general terms, Bidders that meet the following criteria may be considered qualified: a) They are not included in IDLO Sanctions lists (EU, US, UN); b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients. 	
24. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.	



25. Preliminary Screening	IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.		
26. Correction of errors	In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.		
27. Due Diligence	 IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract. 		
28. Responsiveness of Bid	IDLO will determine the substantial responsiveness of each Bid to the ITB. For purposes of this Clause, a substantially responsive Bid is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.		
	IDLO's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.		
29. Evaluation of Bid	All eligible Bids are assessed whether they are compliant, i.e., meet or exceed the specifications of the ITB		
30. Right to Vary Requirements at the time of the Award	☑ N/A for Framework Agreement ☐ Yes		



31. Contract Award	 Contract Award shall be granted according to: a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B); b) Full submission of Bid Submission Form (Annex D) signed and stamped; c) Full submission of Bidder Information Form (Annex E); d) Full submission of Price Schedule (Annex F) signed and stamped; e) Lowest priced, most technically acceptable/compliant offer;
32. Contract Signature	Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.
33. Debriefing	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future bids for IDLO procurement opportunities. The content of other bids and how they compare to the Bidder's submission will not be discussed.
34. Payment Terms	IDLO will make payment within 30 days after satisfactory receipt of all services and upon submission of the invoice by the Supplier.
35. General Terms and Conditions and Supplier Code of Conduct	Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H. The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.
36. Liquidated Damages	□ N/A ☑ Yes - For late delivery of <u>Services</u> , IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions. If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for
37. Partial Bid	every day delay in the provision and completion of the Services. Not permitted (All or Nothing)
	☐ Permitted



ANNEX B PRELIMINARY SCREENING CRITERIA

A. MINIMUM ELIGIBILITY CRITERIA

A. MINIMUM ELIGIBILITY CRITERIA Subject Criteria Document Submission Require		
ELIGIBILITY		•
Legal Status	Vendor is a legally registered entity.	Certificate of Incorporation/Registration
Tax Revenue	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 22.	Self-Attestation Letter
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Self-Attestation Letter
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Self-Attestation Letter
Certificates and Licenses	 Portfolio/Website Information on designated staff 	 Link to the Portfolio/Website attesting compliance with Technical Specifications as mentioned under Annex B; CVs for human resources planned to be assigned to the awarded Contract, providing information on any certifications and/or qualifications of team members, including the following details (full name, current resident address, nationality and mobile phone contacts); Note: one designated person Is required on permanent basis, during the whole period of contract validity; Copy of passport and/or national IDs for the planned designated staff; Copy of the latest Police Clearance Certificate (Certificate of Good Conduct) for the planned designated staff; Covid-19 vaccination certificate (if applicable).



B. QUALIFICATION CRITERIA

QUALIFICATION	Criteria	Document Submission Requirement
Previous Experience	Minimum two (2) years of relevant experience in delivering of similar services.	Copies of two (2) Contracts as evidence of the firm experience in delivering similar services
	Minimum two (2) contracts of similar value, nature and complexity implemented over the last two (2) years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Minimum two (2) reference Letters from Inter- Governmental/National/International Organizations or Foreign Diplomatic Missions in Ukraine with contactable domain email addresses for verification
Financial Standing	Minimum average annual turnover of EUR 5,000.00 for the last 3 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement). Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting an audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Financial Statements for the past three (3) years



ANNEX C TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS FOR PROCUREMENT OF CLEANING SERVICES FOR THE OFFICE PREMISES

A. About IDLO

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, 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.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United Nations in New York and Geneva, and Country Offices in Afghanistan, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Moldova, Mongolia, Myanmar, Niger, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

B. Background

IDLO aims to provide technical support efficiently, effectively, with accountability and transparency, and as such, the IDLO office in Ukraine is seeking qualified Service Providers to establish a Framework Agreement.

Based on the Framework Agreement the Service is expected to be performed on a regular basis, daily, 5 times per week (Monday to Friday), during early morning hours between 06:00 and 09:00 am. However, during the period of established quarantine measures on the territory of Ukraine and till the time the office starts its usual operations (full operational activity), the cleaning services of the office premises might be performed on a need basis, preliminary once or twice a week. The frequency of the cleaning services required will be identified by placing a Work Order on a "need basis". IDLO will inform the Contractor in writing when it is requested to start providing the Services on a daily basis, 5 times per week.

C. Condition of Contract and Expected Output

IDLO is looking to establish one or several Framework Agreement(s) with able and qualified Suppliers. A Framework Agreement is a type of agreement with its terms and conditions under which procurement of goods or services can be effected over a specified period, but which places no obligation on IDLO to order any minimum or maximum quantity. All terms and conditions including the prices will remain unchanged during the period of the Framework Agreement(s).



After entering into a Framework Agreement, IDLO shall place order on a "need basis".

The confirmed award shall be in the form of a duly authorized Work Order. The Work Order is IDLO's commitment against Framework Agreements. The Work Order will provide information on the exact on number of days, exact day of the week and timings the cleaning services are to be performed. The Work Order will also confirm the unit price, lifted directly from Framework Agreement. Additional logistical details may also be includeed.

The Contractor shall be ready to provide the services at any time during which the Framework Agreement is valid.

This ITB is for **Procurement of Cleaning Services for the Office Premises.**

D. Duration, Condition and Location of the Work

The duration for Framework Agreement(s) is 12 months with an option to extend at the same price, terms and conditions for a second 12-month period subject to satisfactory performance and agreement by both parties.

IDLO will notify the Contractor two (2) calendar days in advance <u>at minimum</u>, by means of a Work Order to as IDLO's commitment against Framework Agreements.

Location:

The Ukraine Country Office is located at Olesia Honchara Street, Hourse no. 57-B, 5th Floor, Kyiv, 01054. General office space is 292.8 sq.m. The office premises consist of a middle large reception area, 2 meeting rooms (small and big), 8 office rooms (working space), 2 storage rooms, 1 kitchen (6 sq. m.) and 3 toilets. Office floor: partially covered with carpet and partially with linoleum. There are glass partition-walls between the office rooms.

E. Institutional Arrangement and Scope of Work

This ITB is intended to provide high standard cleaning services to the International Development Law Organization (IDLO) Ukraine Country Office using environmentally friendly cleaning products and supplies for the office premises. The Contractor shall furnish all the cleaning equipment required for the performance of the work.

Below are the details of the cleaning services which need to be carried:

- a) Dry & wet floor cleaning of the entire office space including the meeting rooms, floor and common areas;
- b) Cleaning of all doors, furniture and glass partition-walls between the office rooms;
- c) Carpet cleaning by means of the vacuum cleaner;
- d) Cleaning & disinfection of the washrooms;
- e) Thorough cleaning and disinfection of the kitchen (6 sq. m.) including shared kitchen equipment, machinery, a few parts of kitchenware, etc.;
- f) Removing dust from the glass partition-walls and furniture as well as disinfecting the furniture surface and door handles;
- g) Cleaning of windowsills and floor borders, etc.;
- h) Garbage disposal & cleaning of the garbage bins;
- i) Deep cleaning, including windows cleaning (indoors & outdoors), of the entire premisses twice a year;
- j) Other tasks as may be requested.



The Contractor shall provide all cleaning equipment required for carrying out the work. Cleaning equipment shall comprise of but not limited to:

- a) Vacuum cleaner
- b) Bucketful for wet cleaning
- c) Cleaning floor mop and cleaning brushes
- d) Dust pans
- e) Protective gloves for the designated staff

Cleaning supplies such as household chemicals/disinfectors for the daily cleaning will be provided by the ordering side.

The cleaning equipment and supplies shall be of professional type and in good condition. IDLO has a dedicated storage room on the premises for keeping supplies and equipment.

F. Qualifications of the Successful Contractor

- 1. The Contractor is expected to have a minimum of 2 years of professional and relevant experience in providing Cleaning Services to inter-governmental, national, international organizations or foreign diplomatic missions.
- 2. It is further expected that the Contractor is able to provide required cleaning services on a "need basis". The Contractor shall be able to provide the required services under the specified prior schedule as placed in the Work Order by IDLO.
- 3. The Contractor must provide IDLO with a copy of the following documents at the time of bid submission:
- One designated person on permanent basis, during the whole period of contract validity (full name, current resident address, nationality and mobile phone contacts);
- Copy of passport and/or national IDs for the designated staff;
- Copy of the latest Police Clearance Certificate (Certificate of Good Conduct) for the designated staff;
- Covid-19 vaccination certificate (if applicable);
- Any new employees must submit all above documents to IDLO for screening prior to commencement of work.
- 4. It shall be sole responsibility of the Contractor to pay the salaries of its staff in a timely manner and to cover any other statutory obligations and expenses in accordance with Ukrainian Labour Law. IDLO has the right to request for documentary evidence of the contractor meeting such obligations.
- 5. It shall be sole responsibility of the contractor to sign legal employment contracts with his workers in accordance with Ukrainian Labour Law. IDLO has the right to request for copies of such documents and certificates.
- 6. The Contractor is fully responsible for his employees' attitude and behaviour which must comply with IDLO Supplier Code of Conduct. The Contractor's staff shall perform its tasks in a professional and thorough manner and the contractor is obliged to change any of his workers upon the request of IDLO in case the worker's/workers' performance was not satisfied for IDLO.



- 7. The Contractor's staff shall not be allowed to bring any visitors onto the IDLO office premises.
- 8. Should any of the Contractor's staff be absent from work due to sickness or leave, the Contractor shall provide an immediate alternative and shall notify the IDLO officer in charge accordingly and provide him/her with the relevant information. Any change in personnel and the reason for change must be communicated in writing and agreed with IDLO before such change is done.

G. Specifications

This ITB is for **the Cleaning Services of the Office Premises** in line with the following specifications.

Note: the Service is expected to be performed on a regular basis, daily, 5 times per week (Monday to Friday), during early morning hours between 06:00 and 09:00 am. However, during the period of established quarantine measures on the territory of Ukraine and until the time the office starts its usual operations (full operational activity), the cleaning services of the office premises might be performed on a need basis, once or twice a week. The frequency of the cleaning services required will be identified by placing a Work Order on a "need basis". IDLO will inform the Contractor in writing when it is requested to start providing the Services on a daily basis, 5 times per week

Lots	Item Name	Specification	Unit Measure
Lots Lot 1	Cleaning Services of the Office Premises	Daily, complex cleaning of the office space: a) Dry & wet floor cleaning of the entire office space including the meeting rooms, floor and common areas; b) Cleaning of all doors, furniture and glass partition-walls between the office rooms; c) Carpet cleaning by means of the vacuum cleaner; d) Cleaning & disinfection of the washrooms; e) Thorough cleaning and disinfection of the kitchen (6 sq. m.) including shared kitchen equipment, machinery, a few parts of kitchenware, etc.; f) Removing dust from the glass partition-walls and furniture as well as disinfecting the furniture surface and door handles;	Daily rate per 1-time a week cleaning fees



Lots	Item Name	Specification	Unit Measure
Lot 2	Cleaning Services of the Office Premises	 Daily, complex cleaning of the office space: k) Dry & wet floor cleaning of the entire office space including the meeting rooms, floor and common areas; l) Cleaning of all doors, furniture and glass partition-walls between the office rooms; m) Carpet cleaning by means of the vacuum cleaner; n) Cleaning & disinfection of the washrooms; o) Thorough cleaning and disinfection of the kitchen (6 sq. m.) including shared kitchen equipment, machinery, a few parts of kitchenware, etc.; p) Removing dust from the glass partitionwalls and furniture as well as disinfecting the furniture surface and door handles; q) Cleaning of windowsills and floor borders, etc.; r) Garbage disposal & cleaning of the garbage bins; s) Deep cleaning, including windows cleaning (indoors & outdoors), of the entire premises twice a year; t) Other tasks as may be requested. 	Daily rate per 2- times a week cleaning fees
Lot 3	Cleaning Services of the Office Premises	u) Dry & wet floor cleaning of the entire office space including the meeting rooms, floor and common areas; v) Cleaning of all doors, furniture and glass partition-walls between the office rooms; w) Carpet cleaning by means of the vacuum cleaner; x) Cleaning & disinfection of the washrooms; y) Thorough cleaning and disinfection of the kitchen (6 sq. m.) including shared kitchen equipment, machinery, a few parts of kitchenware, etc.; z) Removing dust from the glass partitionwalls and furniture as well as disinfecting the furniture surface and door handles; aa) Cleaning of windowsills and floor borders, etc.; bb) Garbage disposal & cleaning of the garbage bins;	Daily rate per 5- times a week cleaning fees



Lots	Item Name	Specification	Unit Measure
		cc) Deep cleaning, including windows cleaning (indoors & outdoors), of the entire premises twice a year; dd) Other tasks as may be requested.	



ANNEX D BID SUBMISSION FORM

(This Form must be submitted using the Supplier's Official Letterhead/Stationery in the format specified below)

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Services** for [INSERT AMOUNT OF MONEY AND CURRENCY] as may be ascertained in accordance with the Price Schedule (Annex F) attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Bid for a period of 90 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby accept the IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

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

Company/Organization: _	
Name:	
Title:	
Date: <mark>Select date</mark>	
Signature:	
	Duly authorized to sign this Bid



ANNEX E BIDDER INFORMATION FORM

name of Blader:	[Insert Name of	Bidder] Date: Select date
ITB reference:	ITB N_17-2022	/UKR/ITB
Legal name of Bidd	ler	[Complete]
Legal address		[Complete]
Year of registration		[Complete]
Bidder's Authorized Representative Information		Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you an IDLO ve	endor?	☐ Yes ☐ No If yes, [insert IDLO vendor number]
Countries of operat		[Complete]
No. of full-time emp		[Complete]
Quality Assurance		[Complete]
(e.g. ISO 9000 or Eq yes, provide a Copy of Certificate):	uivalent) (If	[Complete]
Does your Company accreditation such or ISO 14064 or equivalent to the envir yes, provide a Copy of Certificate):	as ISO 14001 uivalent onment? (If	[Complete]
Contact person that contact for request clarifications during evaluation	s for	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents: (As per Annex B - Preliminary Screening Criteria)		 Certificate of Incorporation/ Business Registration; Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder; Copies of two (2) contracts as evidence of the firm experience in delivering cleaning services; Minimum two (2) Reference Letters from Inter-Governmental/National/International Organizations or Foreign Diplomatic Missions in Ukraine with contactable domain email addresses for verification; Audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years; Self-Attestation Letters on Eligibility, Litigation History, Bankruptcy (see Annex B for details):



 CVs for human resources planned to be assigned to the awarded Contract, providing information on any certifications and/or qualifications of team members, including the following details (full name, current resident address, nationality and mobile phone contacts);

Note: one designated person is required on permanent basis, during the whole period of contract validity;

- Copy of passport and/or national IDs for the planned designated staff;
- Copy of the latest Police Clearance Certificate (Certificate of Good Conduct) for the planned designated staff;
- Covid-19 vaccination certificate (if applicable).



ANNEX F PRICE SCHEDULE

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

IDLO is registered in Ukraine as an implementer of international technical assistance project and is free of VAT obligations. This means that the price in the quotation must be indicated without VAT and any invoice submitted in the future must include the phrase **«No VAT»**.



<u>Table 1: Offer to Supply Goods / Services Compliant with Technical Specifications and Requirements</u>

Lot	Item Name	Description	Unit of Measure	Quantity	Compliance with Technical Specifications in Annex B	Unit rate In UAH, excluding VAT
1.	Cleaning Services of the Office Premises	As per Annex C (Paragraph D)	Daily rate per 1- time a week cleaning fees	1	☐ Comply ☐ Not Comply. Alternative specification offered (please attach)	
2.	Cleaning Services of the Office Premises	As per Annex C (Paragraph D)	Daily rate per 2- times a week cleaning fees	1	☐ Comply ☐ Not Comply. Alternative specification offered (please attach)	
3.	Cleaning Services of the Office Premises	As per Annex C (Paragraph D)	Daily rate per 5- times a week cleaning fees	1	☐ Comply ☐ Not Comply. Alternative specification offered (please attach)	

Name, position and signature of the Bidder	Bidder's Stamp
Duly authorised to sign this Bid	
Date:	

ANNEX G 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	IDLO Ukraine Country Office, Kyiv
Delivery date	Services shall be delivered within the agreed delivery days after issuance of Work Order from IDLO to Kyiv, 01054, O. Honchara Street 57-B, 5th floor.
Payment terms	The Framework Agreement will be signed for a period of up to 12 months. IDLO is not obliged to use the services provided by the Contractor. IDLO will review the quality of services and deliverables after 12 months of provision of services. Subject to satisfactory performance and agreement by both parties the Framework Agreement may be extended for 12 months. The overall duration of the contract will not exceed 24 months. The prices will remain unchanged during the period of contract implementation.
Payment terms	IDLO will process payment within 30 days after satisfactory provision of services and upon receipt of the complete and correct invoice by the service provider provided on a monthly basis.



ANNEX H IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR SERVICES AND IDLO SUPPLIER CODE OF CONDUCT

Any proposal submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website: https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_goods_august_2020.pdf

https://www.idlo.int/sites/default/files/documents/general terms and conditions for service s august 2020.pdf

https://www.idlo.int/sites/default/files/documents/idlo-supplier-code-of-conduct.pdf

