

**INVITATION TO BID (ITB) No. N_89_2020_HQ
FRAMEWORK AGREEMENT FOR
HOTEL ACCOMMODATION AND CONFERENCE SERVICES PROVIDERS IN MONTENEGRO**

Date: 19th June 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_89_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	
Terms of Reference/Technical Specifications	Annex A
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Bids shall be submitted to the following e-mail address: tenders@idlo.int no later than **6th July, 18:00 Rome local time.**

Prices will remain unchanged during the period of contract implementation.

Email should have “**Bid for ITB No. N_89_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) Certificate of Registration(b) VAT Certificate(c) 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.(d) 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.(e) 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 6th July 2020, 18:00 Rome (Italy) time and should have "Bid ITB No. N_89_2020_HQ" mentioned in the subject.</p> <p>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.</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">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	Evaluation of bids will take into account the following: a) Full submission of qualification documents b) Required Annexes duly completed and signed c) Technical responsiveness of the bid d) Qualification of the bidder e) 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: - 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/Technical Specifications

1. The International Development Law Organization (IDLO) is an intergovernmental organization with a joint focus on the rule of law and development. Our aim is to secure dignified lives by creating a culture of justice. Governments, multilateral organizations, private foundations and the private sector support our work. We are headquartered in Rome, where we were first founded. We are present in The Hague and we are represented at the United Nations in New York and Geneva, where we help shape the debate about human rights and development. IDLO implements projects in various countries around the world.
2. This ITB is for the solicitation of service providers to provide Hotel Accommodation and Conference Facilities Services as per the schedule below. It is expected to result in Framework Agreement(s) with successful service providers. The Framework Agreement will be signed for a period of up to 12 months.
3. Particularly, IDLO seeks bids from Hotel Accommodation and Conference Facilities Services Providers in the 4 Star and 5 Star range (according to international hotel/accommodation criteria) for the purpose of establishing a Framework Agreement for IDLOs Meetings, Conferences, Trainings and other Events between 20 July 2020 and 31 July 2021 in Podgorica, Budva, and Kolašin.
4. In this respect, the specific requirement from IDLO covers:
 - a. Hotel Accommodation
 - b. Meetings, Conferences, Trainings and other Events
 - c. Catering Services
 - d. Shuttle/Transfer services for out-of-town participants from Podgorica Budva, and Kolašin.
5. The Minimum Requirement for Hotel Accommodation
 - a. Type A – Accommodation only
 - i. For IDLO Employee, Interns or Consultants on short visits and may stay for a minimum of one (1) night
 - ii. Single/double/extra bedroom on a Bed and Breakfast basis with Internet access (internet cable or Wifi) in the room (included in the per night price).
 - iii. Late Check in/Check out subject to availability
 - iv. Tea/Coffee making facility with no extra charges in the rooms
 - v. These services will be requested through IDLO focal point and/or any IDLO Employee, Interns or Consultants directly for his/her personal use and will be paid directly by the person. IDLO not be responsible to settle any invoices
 - b. Type B – Accommodation with Meetings, Conferences, Trainings and other Events
 - i. Single/double/extra bedroom on a Bed and Breakfast basis with Internet access (internet cable or Wifi) in the room (included in the per night price)
 - ii. Late Check in/Check out subject to availability
 - iii. Tea/Coffee making facility with no extra charges in the rooms
 - iv. Free parking for participants
 - v. The number of rooms may not always commensurate with the number of event participants.

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- vi. Any additional expenses like telephone, minibar, or extra days including upgrade of accommodation will be considered as personal expenses and shall be covered directly by the person
 - vii. These services will be requested through IDLO focal point and, apart from personal expenses
6. The Minimum Requirement for Meetings, Conferences, Trainings and other Events
- a. A “Welcome Area” sufficient to place minimum of one table for Participants Administrative/Registration purposes and another table for refreshments
 - b. Rooms with Natural Day Light
 - c. A minimum of 2 Breakout Rooms per main Conference Room
 - C1. A minimum of 2 Breakout Rooms per main Conference Room;
 - C2. A Conference Room;
 - d. LCD projector per Conference Room per day including: Screen, Remote Control, Laser Pointer and 2 Speakers
 - e. One Laptop per Conference Room per day that can be connected for presentation
 - f. Wireless microphones; two for Small and Medium-Sized Conference Rooms (fits 50 people) and four for Large Conference rooms (over 50 people)
 - g. A minimum of 4 Flipcharts per Conference Room per day with block of Recycled Paper and a set of Markers for each Flipchart
 - h. A minimum of 2 White Boards per Conference Room per day with set of markers and eraser for each
 - i. Internet connectivity link with minimum speed of 32 MB
 - j. Free Wifi Internet Connection for all participants
 - k. A minimum of 10 Universal Power Adapters per Conference Room per day
 - l. One Podium with one Microphone
 - m. Pens and Notepads with minimum 20 pages per participant placed on table on first day
 - n. One name tag per participant placed on table on first day
 - o. Still and Sparkling Water 1 Litre per person per day placed on the tables in the Conference Room in glass containers (no single use plastics)
 - p. Tissue Papers placed on tables
 - q. One dedicated event manager during the event (contact details to be provided during Booking)
 - r. One dedicated IT Support during the event (contact details to be provided during Booking)
7. The Minimum Requirement for Catering Services
- a. Welcome Refreshments
 - i. Instant Coffee, Brewed Coffee, Tea, Milk, Lactose Free Milk, Sugar and Sugar Substitute/Artificial Sweetener
 - b. Coffee Breaks
 - i. Instant Coffee, Brewed Coffee, Tea, Milk, Lactose Free Milk, Sugar and Sugar Substitute/Artificial Sweetener, two types of juice, two types of soft drinks, Still Water
 - ii. Two types of biscuits, two types of snacks (pastries, muffins, mini sandwiches) and two types of fruits
 - iii. No single use plastic allowed
 - c. Lunch and/or Dinner – Three Course Meal

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- i. Soup and Salad as appropriate depending on local customs by season, suitable for Vegetarians
 - ii. Fresh bread rolls - Suitable for Vegetarians
 - iii. Main Course - Meat Dish (Beef, Lamb or Chicken), Fish/Seafood
 - iv. Vegetables - Two varieties suitable for Vegetarians
 - v. Starch - Two varieties suitable for Vegetarians
 - vi. Three types of desserts and two fresh fruits
 - vii. Two types of juice, two types of soft drinks, Still and Sparkling Water
 - viii. Instant Coffee, Brewed Coffee Tea, Milk, Lactose Free Milk, Sugar and Sugar Substitute/Artificial Sweetener
- d. Reception events
- i. Finger food/Canapes/Appetizers – Six types
 - ii. Cold non-alcoholic beverages – Six types
 - iii. Still and Sparkling Water
8. The Minimum Requirement for Shuttle/Transfer services for out-of-town participants from Podgorica to Budva, and Kolašin.
- a. IDLO shall provide details 24 hours prior to requirement
 - b. The driver must have the required permits/licenses to carry passengers
 - c. Vehicles must be fully insured and road worthy and registered for carrying passengers
 - d. All passengers must be insured with third party liability coverage
9. The Minimum Requirement for Interpretation Translation Services
- a. Simultaneous/consecutive interpretation from English to Montenegrin for 8 hours per day
 - b. Qualification of English to Montenegrin Interpreter as locally and internationally certified
 - c. Simultaneous/consecutive interpretation from Montenegrin to English for 8 hours per day
 - d. Qualification of Montenegrin to English Interpreter as locally and internationally certified
 - e. Renting interpretation booth for 8 hours
10. The Minimum Requirement for Interpretation Services Equipment:
- a. Translation headset per participant per day
11. The Minimum Requirement for Written Translation Services
- a. Written translation from English to Montenegrin per A4 page
 - b. Written translation from Montenegrin to English to per A4 page
 - c. Qualification Translator as locally and internationally certified
12. The Minimum Requirement for Printing Services
- a. 72 hours from IDLO's request to delivery for:
 - i. Colour Printing in A4 size paper
 - ii. Black and White Printing in A4 size paper
 - iii. Spiral Binding
 - iv. Production of roll up (max 2m x 1m)
 - v. Production of banners, posters and conference materials in A1 and A3 sizes

13. Each Framework Agreement will have its specified list of services, indicating the upper ceiling price agreed at the ITB stage. The upper ceiling price list (as well as discounted rates, if applicable) are provisional and are intended solely for the purposes of evaluation and comparison of Bids and to determine the upper ceiling limit in the Framework Agreement. Hotel Accommodation and Conference Facilities Services Providers cannot go beyond the upper ceiling price.
14. After entering into a Framework Agreement with Hotel Accommodation and Conference Facilities Services Providers, IDLO shall place bookings with the Hotels/Bidders on a “need basis”. IDLO shall request confirmation of the availability on the required dates/days. The Hotel Accommodation and Conference Facilities Services Providers shall confirm the prices (including any applicable discounts). Once agreed, IDLO shall issue a duly authorized Work Order (WO) to confirm the booking within 72 hours.
15. At the time of placement of the Work Orders, the exact number/s of persons/participants, services required and corresponding amounts shall be indicated for the specific booking / event in each case. Bookings are made with specific venues and may not be transferrable or sub-contracted to other venue.
16. 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, a 12-month extension may be agreed to at the same upper ceiling price, terms and conditions. The maximum overall duration of the Framework Agreement will not exceed 24 months. The upper ceiling price will remain unchanged during the period of Framework Agreement.
17. Free Cancellation Policy within seven days of event.
18. IDLO may modify the number of participants within \pm 20% tolerance.
19. IDLO is seeking bids by Lots. Hotel Accommodation and Conference Facilities Services Providers may bid for all or selected lots however the minimum requirements per lot must be fully met:

20. Most commonly requested Meeting Packages will be:

Meeting Packages	Catering						Conference Room with the Min Requirements
	Coffee Breaks			Lunch	Dinner	Reception	
	Welcome Refreshments	1 Break	2 Breaks				
Package 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Package 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Package 3	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Package 4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**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 Framework Agreement to be entered into with IDLO for the period of 12 months 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**

Please complete price schedule below. Please leave blank those lots/categories for which your company does not want to be considered.

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.

Service Provider Name	
Service Provider Full Address	
Star rating of venue (if available)	

(Prices are intended to be quoted in EUR inclusive of all applicable taxes)

SERVICES IN PODGORICA

Lot 1: Type A – Accommodation only in Podgorica			
#	Service Description	Unit of Measure	Unit Price
1	Single Room (4 stars)	Room Rate/Day	
2	Double Room (4 stars)	Room Rate/Day	
3	Single Room (5 stars)	Room Rate/Day	
4	Double Room (5 stars)	Room Rate/Day	

Lot 1: Type B – Accommodation with Meetings, Conferences, Trainings and other Events in Podgorica			
#	Service Description	Unit of Measure	Unit Price
1	Single Room (4 stars)	Room Rate/Day	
2	Double Room (4 stars)	Room Rate/Day	
3	Single Room (5 stars)	Room Rate/Day	
4	Double Room (5 stars)	Room Rate/Day	

Lot 2: Minimum Requirement for Meetings, Conferences, Trainings and other Events in Podgorica			
#	Service Description	Unit of Measure	Unit Price
1	Minimum Requirement for Meetings, Conferences, Trainings and other Events	Rate/Person	
2	Full day conference room hire only with 2 Breakout Rooms per main Conference Room	Price per Day (8 Hours)	
2a	Full day Main Conference Room hire only (without break out room)	Price per Day (8 Hours)	
3	Half-day Main Conference Room hire only with 2 Breakout Rooms per main Conference Room	Price per Half-day (4 Hours)	
3a	Half-day Main Conference Room hire only (without break out room)	Price per Half-day (4 Hours)	

Lot 3: The Minimum Requirement for Catering Services in Podgorica			
#	Service Description	Unit of Measure	Unit Price
1	Welcome Refreshments	Rate/Person	
2	Coffee Breaks	Rate/Person	
3	Lunch – Three Course Meal	Rate/Person	
3	Dinner – Three Course Meal	Rate/Person	
3	Reception events	Rate/Person	

Lot 4: The Minimum Requirement for Shuttle/Transfer services in Montenegro			
1	Transport in – Sedan	Price Per Kilometer	
2	Transport in a MiniVan – 12 passengers	Price Per Kilometer	
3	Transport in a Mini Bus – 24 passengers	Price Per Kilometer	

Lot 5: The Minimum Requirement for Interpretation Translation Services in Podgorica			
1	Simultaneous/consecutive interpretation from English to Montenegrin	Price per Interpreter per Day (8 Hours)	
2	Simultaneous/consecutive interpretation from Montenegrin to English	Price per Interpreter per Day (8 Hours)	
3	Renting interpretation booth	Price per Piece per Day (8 Hours)	

Lot 6: The Minimum Requirement for Interpretation Services Equipment in Podgorica			
1	Translation headset per participant per day	Price Per Day	

Lot 7: The Minimum Requirement for Written Translation Services in Podgorica			
1	Written translation from English to Montenegrin	Price per A4 Page	
2	Written translation from Montenegrin to English	Price per A4 Page	

Lot 8: The Minimum Requirement for Printing Services in Podgorica			
1	Color printing, two-side A4	Price per Piece	
2	Black & white printing, two-side A4	Price per Piece	
3	Spiral binding of the booklets (up to 100 pages) A4	Price per Piece	
4	Production of roll up (max 2m x 1m)	Price per Piece	
5	Production of banners, posters and conference materials A1 or A3	Price per Piece	

SERVICES IN BUDVA

Lot 1: Type A – Accommodation only in Budva			
#	Service Description	Unit of Measure	Unit Price
1	Single Room (4 stars)	Room Rate/Day	
2	Double Room (4 stars)	Room Rate/Day	
3	Room with Three Beds (4 stars)	Room Rate/Day	
4	Single Room (5 stars)	Room Rate/Day	
5	Double Room (5 stars)	Room Rate/Day	
6	Room with Three Beds (5 stars)	Room Rate/Day	
Lot 1: Type B – Accommodation with Meetings, Conferences, Trainings and other Events in Budva			
#	Service Description	Unit of Measure	Unit Price
1	Single Room (4 stars)	Room Rate/Day	
2	Double Room (4 stars)	Room Rate/Day	
3	Room with Three Beds (4 stars)	Room Rate/Day	
4	Single Room (5 stars)	Room Rate/Day	

5	Double Room (5 stars)	Room Rate/Day	
6	Room with Three Beds (5 stars)	Room Rate/Day	

Lot 2: Minimum Requirement for Meetings, Conferences, Trainings and other Events in Budva

#	Service Description	Unit of Measure	Unit Price
1	Minimum Requirement for Meetings, Conferences, Trainings and other Events	Rate/Person	
2	Full day conference room hire only with 2 Breakout Rooms per main Conference Room	Price per Day (8 Hours)	
2a	Full day Main Conference Room hire only (without break out room)	Price per Day (8 Hours)	
3	Half-day Main Conference Room hire only with 2 Breakout Rooms per main Conference Room	Price per Half-day (4 Hours)	
3a	Half-day Main Conference Room hire only (without break out room)	Price per Half-day (4 Hours)	

Lot 3: The Minimum Requirement for Catering Services in Budva

#	Service Description	Unit of Measure	Unit Price
1	Welcome Refreshments	Rate/Person	
2	Coffee Breaks	Rate/Person	
3	Lunch – Three Course Meal	Rate/Person	
3	Dinner – Three Course Meal	Rate/Person	

3	Reception events	Rate/Person	
Lot 5: The Minimum Requirement for Interpretation Translation Services in Budva			
1	Simultaneous/consecutive interpretation from English to Montenegrin	Price per Interpreter per Day (8 Hours)	
2	Simultaneous/consecutive interpretation from Montenegrin to English	Price per Interpreter per Day (8 Hours)	
3	Renting interpretation booth	Price per Piece per Day (8 Hours)	

Lot 6: The Minimum Requirement for Interpretation Services Equipment in Budva			
1	Translation headset per participant per day	Price Per Day	

SERVICES IN KOLAŠIN

Lot 1: Type A – Accommodation only in Kolašin			
#	Service Description	Unit of Measure	Unit Price
1	Single Room (4 stars)	Room Rate/Day	
2	Double Room (4 stars)	Room Rate/Day	
3	Room with Three Beds (4 stars)	Room Rate/Day	
4	Single Room (5 stars)	Room Rate/Day	
5	Double Room (5 stars)	Room Rate/Day	
6	Room with Three Beds (5 stars)	Room Rate/Day	
Lot 1: Type B – Accommodation with Meetings, Conferences, Trainings and other Events in Kolašin			
#	Service Description	Unit of Measure	Unit Price
1	Single Room (4 stars)	Room Rate/Day	
2	Double Room (4 stars)	Room Rate/Day	
3	Room with Three Beds (4 stars)	Room Rate/Day	
4	Single Room (5 stars)	Room Rate/Day	
5	Double Room (5 stars)	Room Rate/Day	

6	Room with Three Beds (5 stars)	Room Rate/Day	
Lot 2: Minimum Requirement for Meetings, Conferences, Trainings and other Events in Kolašin			
#	Service Description	Unit of Measure	Unit Price
1	Minimum Requirement for Meetings, Conferences, Trainings and other Events	Rate/Person	
2	Full day conference room hire only with 2 Breakout Rooms per main Conference Room	Price per Day (8 Hours)	
2a	Full day Main Conference Room hire only (without break out room)	Price per Day (8 Hours)	
3	Half-day Main Conference Room hire only with 2 Breakout Rooms per main Conference Room	Price per Half-day (4 Hours)	
3a	Half-day Main Conference Room hire only (without break out room)	Price per Half-day (4 Hours)	
Lot 3: The Minimum Requirement for Catering Services in Kolašin			
#	Service Description	Unit of Measure	Unit Price
1	Welcome Refreshments	Rate/Person	
2	Coffee Breaks	Rate/Person	
3	Lunch – Three Course Meal	Rate/Person	
3	Dinner – Three Course Meal	Rate/Person	
3	Reception events	Rate/Person	

Lot 5: The Minimum Requirement for Interpretation Translation Services in Kolašin			
1	Simultaneous/consecutive interpretation from English to Montenegrin	Price per Interpreter per Day (8 Hours)	
2	Simultaneous/consecutive interpretation from Montenegrin to English	Price per Interpreter per Day (8 Hours)	
3	Renting interpretation booth	Price per Piece per Day (8 Hours)	

Lot 6: The Minimum Requirement for Interpretation Services Equipment in Kolašin			
1	Translation headset per participant per day	Price Per Day	

Name of Service Provider: _____

Name of Contact Person for this Offer: _____

Phone: _____

Email: _____

Date of Offer: _____

Authorized Signature: _____

Stamp: _____

**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	Montenegro
Delivery deadline	The contract will be signed for a period of up to 12 months. IDLO is not obliged to use the services provided by the Contractor. Subject to satisfactory performance by the supplier and agreement by both parties, the Framework Agreement may be extended for an additional 12 months at the same rates, terms and conditions. IDLO will review the quality of services and deliverables after 6 months of provision of services. The prices will remain unchanged during the period of contract implementation.
Payment terms	IDLO will conduct the payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the supplier.

Annex E:

IDLO General Terms and Conditions for the Procurement of Services

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

Annex F:

ITB No. N_89_2020_HQ

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:

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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.

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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.