

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION**  
**Invitation to Bid**

Reference: ITB No. N_95_2020_KEN	Date: 4th August 2020
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Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **International Courier Services**. 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'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.

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

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

For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on [tenders@idlo.int](mailto:tenders@idlo.int) and mention **ITB NO. N\_95\_2020\_KEN** in the subject section of your email.

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Deadline for Submission of Bids: **On or before 20 August 2020, 1500 hours Rome local time.**

Thank you and we look forward to receiving your Bid.

Sincerely yours,  
Winifred Senaji

**ANNEX A  
INSTRUCTIONS TO BIDDERS**

ITB No. N\_95\_2020\_KEN

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 Kenya shillings.
4. Language of the Bid	The Bid and all correspondences and documents relating to the Bid exchanged by the Bidder and IDLO shall be written in the English language.
5. Delivery Term and Place	Services are to be provided to: IDLO Kenya Country Office
6. Deadline for Submissions of Bids	The Bid shall be addressed to IDLO on or before <b>20 August 2020, 1500 hours Rome local time.</b>  <i>Note: Proposals submitted by email must be limited to a maximum of <b>10MB</b>, 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.</i>
7. Documents comprising the Bid	The Bid shall comprise the following components: 1. Bid Submission Form (see Annex D); 2. Bidder Information Form (see Annex E) 3. Price Schedule (Annex F)
8. Contents of solicitation documents	Bids must offer services for the total requirement, unless specified otherwise in this ITB.  Bids offering only part of the requirement will be rejected.  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.
9. Clarification of solicitation documents	A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> no later than 72 hours prior to the deadline for submission of Bids.  The requests for clarification will have “ <b>Request for clarifications for ITB No. N_95_2020_KEN</b> ” mentioned in the subject.  Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry)

	<p>will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.</p> <p>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.</p>
10. Amendments of solicitation documents	<p>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.</p> <p>All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.</p> <p>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.</p>
11. Format, signing sealing, marking and submission of Bids	<p>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.</p> <p>The Bid must be submitted using the format specifically detailed in Annex D, E and F.</p> <p>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.</p>
12. Joint Venture, Consortium, or Association	<p>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.</p> <p>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.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following</p>

	<p>section in respect of submitting only one bid.</p> <p>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.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ol style="list-style-type: none"> <li>Those that were undertaken together by the JV, Consortium or Association; and</li> <li>Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ol> <p>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.</p> <p>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.</p> <p>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.</p>
13. Only One Bid	<p>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.</p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ol style="list-style-type: none"> <li>they have at least one controlling partner, director or shareholder in common; or</li> <li>any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>they have the same legal representative for purposes of this ITB; or</li> <li>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;</li> </ol>

	<p>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;</p> <p>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.</p>
14. 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.
15. Validity Period of Bids	All Bids will be valid for <b>90 days</b> 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.
16. Modification and withdrawal of Bids	<p>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.</p> <p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause <i>Deadline for Submission of Bids</i>.</p> <p>No Bid may be modified nor withdrawn after to the deadline for submission of Bids.</p> <p>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.</p>
17. Amendment of the Bid	<p>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.</p> <p>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.</p>
18. Bidders' conference	<p><input checked="" type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes - A Bidder's conference will be conducted at [the date, time and location].</p> <p>All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of</p>

	<p>the Bidder's conference will be disseminated on IDLO's website and shared by email to Bidders that attended.</p> <p>No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>
19. 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.
20. 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.
21. Evaluation of Eligibility and Qualification	<p>In general terms, Bidders that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <li>a) They are not included in IDLO Sanctions lists (EU, US, UN);</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>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;</li> <li>d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
22. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.
23. 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.
24. 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.

25. Due Diligence	<p>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:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
26. Responsiveness of Bid	<p>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.</p> <p>IDLO's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.</p>
27. Contract Award	<p>Contract Award shall be granted according to:</p> <ul style="list-style-type: none"> <li>a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B);</li> <li>b) Full submission of Bid Submission Form (Annex D) signed and stamped;</li> <li>c) Full submission of Bidder Information Form (Annex E);</li> <li>d) Full submission of Price Schedule (Annex F) signed and stamped;</li> <li>e) Lowest priced, most technically acceptable/compliant offer;</li> </ul>
28. Debriefing	<p>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.</p>



29. Right to Vary Requirements at the time of the Award	At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of <b>services</b> , by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
30. 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.
31. Payment Terms	IDLO will make payment within <b>30 days</b> after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.
32. 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 attached as Annex H and Supplier Code of Conduct attached as Annex I.  The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.
33. Liquidated Damages	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes - Failure to Complete Services. If the Contractor fails to complete the services within the time for delivery specified in the Contract, IDLO may, in its sole discretion and without prejudice to its other remedies under the Contract, deduct from the total contract price, as liquidated damages, a sum up to a maximum deduction of 15 per cent of the total contract amount.

## ANNEX B PRELIMINARY SCREENING CRITERIA

### A. MINIMUM ELIGIBILITY CRITERIA

Subject	Criteria	Document Submission Requirement
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<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Certificate of Incorporation/Registration
<b>Tax Revenue</b>	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate
<b>Eligibility</b>	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 clause 3.	
<b>Bankruptcy</b>	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.	Form A: Bid Submission Form
<b>Certificates and Licenses</b>	Valid licence to operate door to door international courier services	Copy of license certificate
<b>Quality certification</b>	Industry ISO certification	Copy of ISO certificate
<b>Tracking system</b>	Proof of real time online tracking system of shipments	Certificate of tracking system or write up on how it works if it is an inhouse developed tracking system
<b>Company profile</b>	Description of all related services offered, physical address and contact details for office	Company profile

## B. QUALIFICATION CRITERIA

QUALIFICATION		
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Self attestation
<b>Previous Experience</b>	Minimum 2 contracts of similar value, nature and complexity implemented over the last 3 years with UN Agencies, INGOs, Embassies or multinational Corporate Entities indicating contactable references for verification <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Copies of contracts/ LPOs
<b>Financial Standing</b>	Minimum average annual turnover of EUR                      for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	N/A
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	N/A

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**ANNEX C**  
**TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS**  
**FOR INTERNATIONAL COURIER SERVICES**

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

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

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

This ITB is for **International Courier Services**.

It is expected to result in Framework Agreement(s) with successful service provider. The Framework Agreement will be signed for a period of up to 12 months. 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 rates, terms and conditions. The maximum overall duration of the Framework Agreement will not exceed 24 months. The prices will remain unchanged during the period of Framework Agreement(s).

After entering into a framework agreement with service provider(s), pick up bookings shall be placed on a need basis. A Work Order (WO) shall be issued to confirm the booking.

At the time of placement of the bookings which shall be made through duly authorized WOs, the weight of parcel/package for delivery and corresponding amount (lifted from the Framework Agreement) shall be indicated. **Bookings are made with specific service providers and may not be transferrable or sub-contracted to other courier service providers.**

#### **General Information**

In order to achieve cost efficiency from economies of scale whilst ensuring outstanding quality of service, IDLO seeks to enter into **framework agreement** with an International courier company to serve all its international courier services. The nature of shipments are non-dutiable (**office document files**)

#### **A. Background**

IDLO seeks to engage an international courier services company that will provide door to door services of pick-up and delivery of parcels between IDLO offices at Senteu Plaza Galana road, Nairobi Kenya and IDLO headquarter offices located in Rome, Italy. The shipment weight ranges from 0.5 kilograms to 150 kilograms and is couriered on a monthly basis depending on need. **All IDLO shipments are categorized as “express product” to mean they must be shipped on the same day they are picked from IDLO offices.**

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**B. Expected Output**

Commencement of the work shall be upon award of the framework agreement and shall be on a need by basis.

**C. Institutional Arrangement**

This contract shall be supervised by the IDLO Admin Assistant.

**D. Duration of the Work**

The services will run for an initial 12 months with the possibility of extension for an additional 12 months subject to performance and continued need.

**E. Work Location**

The services will be provided between IDLO country offices in Nairobi Kenya and IDLO headquarter offices in Rome, Italy.

**F. Qualifications of the Successful Contractor**

This shall be guided by qualification requirement on part (a & b) of annex B.

**G. Scope of Tender Price and Schedule of Payments**

The price shall be based on the weight of each shipment.

**H. Payments**

- The contractor shall consolidate all invoices along with duly signed and dated delivery logs, copies of IDLO work orders and submit them for payment monthly.
- Payments to the contractor will be processed via bank transfer as applicable within thirty (30) days from the date of receipt of correct invoice.

**I. Personnel**

- The contractor shall be fully responsible for all services performed by its employee and shall for this purpose employ qualified, competent and well-trained personnel to perform the services under the framework agreement.
- The contractor shall take all reasonable measures to ensure that the personnel conform to the highest standards of professional, moral and ethical conduct.
- The contractor and its employees shall conform to all applicable laws, regulations and ordinances promulgated by legally constituted authorities.
- It is the contractors responsibility to ensure employees dispatched for courier pick up or delivery assignment are fit to work, have all appropriate PPE kits in line with general health and safety requirements and in compliance with the issued ministry of health guidelines.

**J. Courier service**

- The contractor shall ensure all IDLO parcels and packages are handled with care to ensure they reach their destination in perfect order. They must be well packaged and labelled as required.
- The contractor must have a real time tracking system for purposes of IDLO knowing the exact status of its shipments. Any delays in delivery due to unforeseen circumstances must be immediately reported to IDLO.
- Fragile parcels shall be included in this service

- The contractor shall ensure the service covers door to door pick-up and delivery

#### K. Financial proposal

The courier company is requested to quote in the Financial Proposal template (annex F). Rates must be in unit rate per kilogram and inclusive of all applicable taxes and associated customs clearance costs if applicable.

#### L. Performance Standards and Service Levels Agreements

The contracted courier company shall perform its services and deliver its products in accordance with IDLO prescribed minimum performance standards set by IDLO, which shall also serve as the basis of the annual performance review.

Category	Description	Focus	Standard/Service Level	Meets IDLO minimum requirement	Require improvement	Does not meet IDLO minimum requirement
1. Safety and security	Safety of IDLO documents	Ability to handle IDLO documents with care and ensure the reach the intended destination in perfect order	Zero cases of lost or damaged documents			
2. Complaints	Feedback on service	Ability to immediately handle and provide feedback on any complains that may arise from the quality of service of staff	Immediately			
3. Timeliness	Response time	Ability to pick documents within the same day the pick-up request is made	Zero delays in document pick-ups			

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**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:

Signature: \_\_\_\_\_

*Duly authorized to sign this Bid*

**ANNEX E**  
**BIDDER INFORMATION FORM**

<b>Name of Bidder:</b>	[Insert Name of Bidder]	<b>Date:</b>	Select date
<b>ITB reference:</b>	[Insert ITB ref number]		
<b>Legal name of Bidder</b>	[Complete]		
<b>Legal address</b>	[Complete]		
<b>Year of registration</b>	[Complete]		
<b>Bidder's Authorized Representative Information</b>	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
<b>Are you an IDLO vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, [insert IDLO vendor number]		
<b>Countries of operation</b>	[Complete]		
<b>No. of full-time employees</b>	[Complete]		
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]		
<b>Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	[Complete]		
<b>Contact person that IDLO may contact for requests for clarifications during Bid evaluation</b>	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
<b>Please attach the following documents if applicable: As per Annex B – Preliminary Screening Criteria</b>	<ul style="list-style-type: none"> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ 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</li> <li>▪ Trade name registration papers, if applicable</li> <li>▪ Quality Certificate for goods (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if relevant</li> <li>▪ Patent Registration Certificates, if any of technologies submitted in the tender is patented by the Bidder</li> <li>▪ Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.</li> <li>▪ Export Licenses, if applicable</li> <li>▪ Local Government permit to locate and operate in assignment location, if applicable</li> </ul>		



## ANNEX F PRICE SCHEDULE

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

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The IDLO reserves the option to either lease/rent or purchase outright the equipment through the Bidder.

The format shown in the below table should be used while preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Route	Description of items	Unit price per kilogram inclusive of applicable taxes and associated customs clearance charges (if applicable)
		Quote in Kenya shillings
Outbound shipments (IDLO country office in Nairobi- IDLO headquarter office in Rome)	Price per kilogram	

<b>Name, position and signature of the Bidder</b>  <hr style="border: 1px solid black;"/> <i>Duly authorised to sign this Bid</i>  <b>Date:</b>	<b>Bidder's Stamp</b>
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**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 [**Goods/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 [**Goods/Services**].

Place of delivery	<b>IDLO Kenya Country Office</b>
Delivery date	<p>For Framework Agreement please include:</p> <p>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.</p> <p>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.</p> <p>The prices will remain unchanged during the period of contract implementation.</p>
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of all goods/ provision of services and upon receipt of the complete and correct invoice by the service provider.

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**ANNEX H**  
**IDLO General Terms and Conditions for the Procurement of Goods or Services**  
**and**  
**IDLO Supplier Code of Conduct**

Any bid 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/idlo-procurement-general-terms-and-conditions-for-goods\\_may-2020.pdf](https://www.idlo.int/sites/default/files/documents/idlo-procurement-general-terms-and-conditions-for-goods_may-2020.pdf)

[https://www.idlo.int/sites/default/files/documents/idlo-procurement-general-terms-and-conditions-for-services\\_may-2020.pdf](https://www.idlo.int/sites/default/files/documents/idlo-procurement-general-terms-and-conditions-for-services_may-2020.pdf)

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