

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION  
REQUEST FOR PROPOSAL**

Reference: RFP No. PR-JO-2022-000026

Date: **August 10, 2022**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly requests your Company/Organization to submit a Proposal for the **Development of Self-paced E-learning Course Containing E-learning Modules on Commercial Law**. The full requirement is described in Annex C.

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

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.

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

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

IDLO encourages every prospective Bidder 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 Request for Proposal (RFP).

By submitting a Proposal 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 RFP consists of the following Annexes. Please be guided by these in preparing your Proposal:

a.	Instructions to Bidders	Annex A
b.	Technical Evaluation Criteria	Annex B
c.	Terms of Reference (TOR)	Annex C
d.	Proposal Submission Form	Annex D
e.	Bidder Information Form	Annex E
f.	Bidder's Proposal	Annex F
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	Annex H

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For any questions/clarifications related to this RFP before Deadline for Submissions of Proposals, please contact IDLO on [tenders@idlo.int](mailto:tenders@idlo.int) and mention **Clarification** RFP No. PR-JO-2022-000026 in the subject section of your email.

Deadline for Submission of Proposals: On or before

**Date: August 31, 2022**

**Time: 15:00 hours Rome, Italy local time.**

Thank you and we look forward to receiving your quotation.

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

**ANNEX A  
INSTRUCTIONS TO BIDDERS**

1. General Considerations	<p>In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify IDLO.</p>
2. Cost of the Proposal	<p>The Bidder shall bear all costs associated with the preparation and submission of the Proposal.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p>
3. Currency of Proposals	<p>Proposals shall be nominated exclusively in <b>[USD]</b>.</p> <p><i><b>Note:</b> Local Bidders/Suppliers must comply with any applicable laws regarding doing business in other currencies</i></p>
4. Language of the Proposal	<p>The Proposal and all correspondence and documents relating to the Proposal exchanged by the Bidder and IDLO shall be written in the English language.</p>
5. Deadline for Submissions of Proposals	<p>The Proposal shall be addressed to IDLO on or before  <b>Date: August 31, 2022</b>  <b>Time: 15:00 hours Rome, Italy local time.</b></p> <p><i>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.</i></p>
6. Delivery Term and Place	<p><b>Services are to be provided to:</b>  IDLO Jordan Country Office for developing and uploading a self-paced interactive Arabic e-learning course containing SCORM compliant e-learning modules, based on the 4 handbooks on commercial law, onto the Palestinian Judicial Institute’s e-learning Moodle platform.</p> <p><b>LOCATION:</b> Ramallah, West Bank.</p>
7. Documents comprising the Bidder’s Proposal	<p>The Proposal shall comprise the following components:</p> <ol style="list-style-type: none"> <li>1. Proposal Submission Form (see Annex D);</li> <li>2. Bidder Information Form (see Annex E)</li> <li>3. Bidder’s Proposal divided into: <ol style="list-style-type: none"> <li>a. Technical Proposal (see Annex F1)</li> <li>b. Financial Proposal /Price Schedule (see Annex F2)</li> </ol> </li> </ol>

8. Contents of solicitation documents	<p>Proposals must offer services for the total requirement, unless specified otherwise in this RFP.</p> <p>Proposals offering only part of the requirement will be rejected.</p> <p>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 Proposal.</p>
9. Clarification of solicitation documents	<p>A prospective Bidder requiring any clarification on this RFP 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 Proposals.</p> <p>Please mention <b>Clarification RFP No. PR-JO-2022-000026</b> in the subject section of your email.</p> <p>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.</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 Proposals 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>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 Proposals.</p>
11. Technical Proposal	<p>The Bidder shall structure the technical part of the Proposal as follows:</p> <p><b>(a) Proposed methodology</b></p> <p>This section should demonstrate the Bidder's responsiveness to the TOR/specifications by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics, proposed warranty and demonstrating how the proposed methodology meets or exceeds the requirements.</p>

	<p>The Technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules. Any technical proposal containing price information will be disqualified from consideration.</p> <p>It is mandatory that the Bidder's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.</p> <p>Information which the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.</p>
<p>12. Format, signing sealing, marking and submission of Proposals</p>	<p>The Proposal 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 Proposal.</p> <p>The Proposal must be submitted using the format specifically detailed in Annex D, E and F.</p> <p>A Proposal 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 Proposal.</p> <p>The Proposal will consist of two attached files named <b>“Technical Proposal”</b> and <b>“Financial Proposal”</b>.</p> <p>The <b>“Financial Proposal”</b> file will contain Price Schedule (see Annex F2) and will be password-protected by the Bidder. If the proposal passed the Technical Evaluation, IDLO will additionally communicate with Bidders for obtaining the password for Financial Proposal. Only Financial Proposals from Bidders whose Technical Proposals have passed the Technical Evaluation will be opened.</p> <p>The Bidder shall send two emails: one for Technical Proposal and one for the Financial Proposal to the following e-mail address: Global email address <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> with the Subject: <b>“Technical Proposal for RFP No. PR-JO-2022-000026</b> and with the Subject: <b>“Price Proposal for RFP No. PR-JO-2022-000026</b></p> <p>before the deadline stipulated in this RFP.</p>

<p>13. Joint Venture, Consortium, or Association</p>	<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 Proposal, they shall confirm in their Proposal 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 Proposal; 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 Proposal, 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 section in respect of submitting only one proposal.</p> <p>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 Proposal 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> <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <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 Proposal and the JV, Consortium or Association Agreement. All entities that</p>
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	comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.
14. Only One Proposal	<p>The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director, or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this RFP; or</li> <li>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 Proposal of, another Bidder regarding this RFP process.</li> <li>e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder.</li> <li>f) or some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.</li> </ul>
15. Late Proposals	Any Proposal received by IDLO after the deadline for submission of Proposals, pursuant to clause <i>Deadline for the submission of Proposals</i> , will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Proposal was sent by email but was not properly received due to issues in IDLO mailing system.
16. Validity Period of Proposals	All Proposals will be <b>valid for 90 days from the deadline</b> for submission of Proposals. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Proposal. The Bidders may choose not to extend the validity period of the Proposals upon request of IDLO.

<p>17. Modification and withdrawal of Proposals</p>	<p>The Bidder may modify/withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Proposals.</p> <p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals.</p> <p>No Proposal may be modified nor withdrawn after to the deadline for submission of Proposals.</p> <p>No Proposal may be modified/withdrawn in the Interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Bidder in the Proposal Submission Form.</p>
<p>18. Amendment of the proposal</p>	<p>At any time prior to the deadline of Proposal submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IDLO may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
<p>19. Bidders' conference</p>	<p><input checked="" type="checkbox"/> <b>N/A</b></p> <p><input type="checkbox"/> <del>Yes – A Bidder's conference will be conducted at [the date, time and location].</del></p> <p><del>All Bidders are encouraged to attend. Non attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on IDLO's website and shared by email to Bidders that attended.</del></p> <p><del>No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</del></p>
<p>20. Right to accept, reject, or render non-responsive any or all Proposals</p>	<p>IDLO reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to annul the solicitation process and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.</p>
<p>21. Clarification of Proposals</p>	<p>To assist in the examination, evaluation, and comparison of Proposals, IDLO may at its discretion ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.</p>



22. 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 can comply fully with IDLO General Terms and Conditions of Contract.</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>
23. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Proposal is still valid.
24. Preliminary Screening	IDLO will screen the Proposals' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. Only Bidders that pass will proceed to Technical Evaluation.
25. 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 Proposal will be rejected.
26. 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 RFP 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</li> </ul>

		within the selection process, prior to awarding the contract.
27. Responsiveness of Proposals		<p>IDLO will determine the substantial responsiveness of each Proposal to the RFP. For purposes of this Clause, a substantially responsive Proposal 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 proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.</p>
28. Evaluation of Proposal		<p>A two-stage procedure is utilised in evaluating the Proposals after Preliminary Screening has been conducted; with evaluation of the Technical Proposal being completed prior to Financial Proposal being opened and compared.</p> <p>The Financial Proposals (Price Schedules) of the overall Proposals will be opened only for submissions that passed minimum technical score of <b>490 points</b> of the maximum <b>obtainable 700 points</b>.</p> <p>The evaluation will be conducted in accordance with the cumulative analysis method, according to which the Technical and Financial Proposals have pre-assigned weights and pre-assigned maximum number of scores:</p> <ul style="list-style-type: none"> <li>- Technical Proposal - <b>70%</b>, - 700 points maximum,</li> <li>- Financial Proposal - <b>30%</b>, - 300 points maximum.</li> </ul> <p><b>Technical Evaluation</b></p> <p>The technical Proposal is evaluated based on its responsiveness to the Terms of Reference (TOR) as per the evaluation criteria below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.</p> <p><b>Financial Evaluation</b></p> <p>In the second stage the Financial Proposals of all Bidders who attained a minimum <b>490</b> points in Technical Evaluation will be reviewed. The lowest amount for technically qualified Financial Proposal will be awarded maximum <b>300</b> points and other Financial Proposals will be awarded points in accordance with the following formula:</p> <p><b>Financial Proposal score = (Lowest Price / Price under consideration) x 300.</b></p>



29. Right to Vary Requirements at the time of the Award	<input type="checkbox"/> N/A for Framework Agreement <input checked="" type="checkbox"/> <b>Yes - At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of [goods and/or services], 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.</b>
30. Contract Award	The contract will be awarded to the Proposal with highest combined score obtained in Technical and Financial Evaluation.
31. Contract Signature	Within <b>five (5) calendar days</b> 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 Proposal Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Proposals.
32. 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, to assist the Bidder in improving its future proposals for IDLO procurement opportunities. The content of other proposals and how they compare to the Bidder's submission will not be discussed.
33. 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.
34. General Terms and Conditions and Supplier Code of Conduct	<p>Any Contract or Purchase Order that will be signed as a result of this RFP shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.</p> <p>The mere act of submission of a Proposal implies that the Bidder accepts both Annexes in full.</p>
35. Liquidated Damages	<input type="checkbox"/> N/A <input type="checkbox"/> <del>Yes - For late delivery of Goods, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 23 of the General Terms and Conditions.</del>  <del>Liquidated damages for inferior quality or non-conformance of specifications of Goods will be assessed on a case by case basis in accordance with the severity of the problem as determined solely by IDLO. The application of this liquidated damages provision shall not relieve the Contractor of its obligations or liabilities pursuant to this Contract.</del>  <input checked="" type="checkbox"/> <b>Yes - For late delivery of Services, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions.</b>  <b>If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the</b>

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	<b>Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services.</b>
36. Partial Bid	<input checked="" type="checkbox"/> Not permitted (All or Nothing) <input type="checkbox"/> Permitted

**ANNEX B**  
**TECHNICAL EVALUATION CRITERIA**  
**Scoring Weight and Point**

Summary of Technical Proposal		Score Weight	Points Obtainable	Bidder A	Bidder B
1	<b>Establishment and experience</b>	20%	140		
	<b>Methodology</b>				
2	Description of the proposed overall procedure for producing the expected results of the assignment, plan and timeline for each identified section and stages, list of deliverables, and budget. The proposed procedure should take into account the assessment of any possible difficulties which may be encountered and how they will be dealt with. Provide 2/3 examples of e-learning courses developed. Provide a track record of comparable engagements or reference letters from previous clients.	65%	455		
	<b>Relevance of the Proposal:</b> The comprehensiveness of the proposed methodology provides information on the extent to which the features and interactivity of the e-learning course meets IDLO's requirements as detailed in Annex C.				
	Adequacy of the extent to which the proposed methodology approach and plan seems realistic, meets the requirements of the assignment and has been addressed in sufficient detail as outlined in Annex C.				
	The overall engagement, management and participatory approach, and quality assurance on deliverables				
	Structure of the proposal				
	Clarity and conciseness of the language used in the proposal				
	Layout of the proposal including formatting				
3	<b>Reporting</b> – The overall engagement, management and participatory approach, and quality assurance on deliverables stated under Annex-C. Explanation on Bi-weekly progress report and final schedule	15%	105		
	<b>Total</b>	100%	700		
	<b>Minimum Score to determine Pass/Fail</b>		490		
	<b>Bidder's Score</b>				
	<b>Bidder Pass/Fail to proceed to opening of Financial Proposal</b>				

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## ANNEX C TERMS OF REFERENCE

### West Bank and Gaza – Judicial Training on Commercial Law

#### 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, Mexico, 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 is implementing a project in cooperation with the European Bank for Reconstruction and Development (EBRD) to strengthen the capacity of the Palestinian judges in commercial law. The project aims to support the High Judicial Council (HJC) and the Palestinian Judicial Institute (PJI) to develop a high-standard self-paced interactive Arabic narrated e-learning course on the selected commercial subjects, and IT support to upload the e-learning course modules onto the PJI's e-learning Moodle platform to ensure sustainability.

As a main component of the project, IDLO will support the PJI to develop a self-paced interactive narrated Arabic e-learning course containing e-learning modules, based on the four (4) handbooks on commercial law. The developed e-learning course will be uploaded in a SCORM compliant format and operated on the PJI e-learning Moodle platform. The objective of the development of the e-learning course modules is to ensure that the capacity development process started under the project will continue through allowing the Palestinian judges and other relevant users to access the developed e-learning course modules on the PJI e-learning Moodle platform and take the training online.

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### C. Expected Output

IDLO aims to provide technical support efficiently, effectively, with accountability and transparency, and as such, the IDLO's office in Jordan is seeking qualified Service Providers to establish a Contract for Services for the identified period to fulfill the assignment.

The objective of this assignment is to design and develop a self-paced interactive narrated Arabic e-learning course that contains modules based on the four (4) handbooks for the specific topics of commercial law with a focus on (i) commercial acts and disputes and commercial contracts, (ii) commercial negotiable instruments, (iii) bankruptcy and preventive composition, and (iv) banking transactions.

The target audience of the e-learning training course would be judges, legal officers at the courts, PJI employees and other employees as indicated by the HJC and the PJI.

#### **The scope of the assignment is to:**

1. Design and develop an Arabic e-learning interactive self-paced course containing e-learning modules based on existing materials (4 handbooks) using Articulate Storyline 360 with Arabic narration.
2. Provide the final e-learning course modules in SCORM 1.2 files (to be uploaded onto the PJI e-learning Moodle platform) and the Articulate Storyline Source files at the end of the project.
3. Assist the PJI with uploading the e-learning course modules SCORM 1.2 files onto the PJI e-learning Moodle platform.

The Service Provider is expected to provide the following services:

- a. Familiarize with IDLO's Training methodology, including the completion of IDLO's online Training of Trainers course.
- b. Coordinate with the PJI and IDLO focal points to become familiar with the PJI e-learning Moodle platform, features, and functions.
- c. Prepare a detailed workplan and/or outline, in both English and Arabic, for the development process of the e-learning course modules to be approved by the PJI and IDLO.
- d. Work closely with the subject-matter experts (SMEs) to establish the learning objectives of the overall e-learning course and each e-learning module. Provide guidance and support in developing, videos (when and if needed), quizzes and exercises to reach the objectives. Analyze the determined content through meetings.
- e. Develop storyboards for the e-learning course modules for the PJI and IDLO's review and validation. The e-learning course modules will have the following characteristics:
  - i. They will be designed in compliance with the IDLO's Brand and Visibility Guidelines, including PJI's and donor's logo. Acknowledgement and disclaimer will be also considered.

- ii. They will be interspersed with interactive exercises., quizzes, case studies and videos (when and if needed) to enhance the learning experience.
  - iii. They will be in line with the discussions with the SMEs, IDLO partner institutions (*if relevant*) and guidance provided by IDLO managing team.
- f. Present a functional prototype for one e-learning course module (at least 15 slides) after validation of its storyboard by IDLO/PJI.
    - i. The prototype will include basic interface and the on-screen elements, and narration of the e-learning course module using text to speech (TTS).
    - ii. It will be shared with IDLO through a clickable Articulate Review link for IDLO/PJI feedback.
  - g. Upon confirmation of the storyboards for the remaining e-learning course modules, proceed to develop each e-learning course module and provide for review and comments in an Articulate Review link.
  - h. Produce the e-learning course modules narration in Arabic by:
    - i. Developing the narration script.
    - ii. Identifying and liaising with a mother-tongue professional narrator ensuring quality narration of the entire course. The voice, pace, accent, and level of enunciation will be agreed upon in advance with IDLO managing team through a demo file.
    - iii. Upon final confirmation of all e-learning course modules and transcripts the final narration will be added.
  - i. Provide continuous updates to IDLO managing team on progress of assignment and reach out to the SMEs as and when required.
  - j. Test the e-learning course modules on the browsers of Chrome, Internet Explorer, Firefox, and Edge.
  - k. Roll-out a pilot phase of the uploaded e-learning course modules for two weeks engaging a small group of participants to be designated by the PJI and receive their feedback. The feedback expected by the participants during the pilot phase will relate to minor revisions (i.e., typos, language errors, pictures, and eventual bugs).
  - l. Provide IDLO and the PJI with the final e-learning course modules containing narration in the format of SCORM 1.2 files.
  - m. Provide IDLO and the PJI with the Source files from Articulate Storyline 360.
  - n. Provide a final report in English describing the process and all steps, solutions and measures taken during the development of the e-learning course modules. The final report shall include a section on the roll-out of the pilot phase and received feedback.

Further description of the e-learning course modules and expected features are provided in the table below, as follows:

<b>No of courses to be developed:</b>	One (1) self-paced interactive Arabic narrated e-learning course containing separate modules based on the four (4) handbooks as indicated below
<b>No of courses to be uploaded:</b>	One (1) self-paced interactive Arabic narrated e-learning course containing separate modules based on the four (4) handbooks as indicated below



<b>Target audience:</b>	Judges, legal officers at the courts, PJI employees and other employees as indicated by the HJC and the PJI
<b>Participants to the pilot phase:</b>	10 participants
<b>Available Resources:</b>	<p><b>Course modules content:</b> The content will be provided as hardcopy in the form of four (4) handbooks as follows:</p> <ul style="list-style-type: none"> <li>- <b>Handbook 1. Commercial acts and disputes and commercial contracts:</b> The module is related to commercial acts and relevant disputes. It also addresses two important commercial contracts, namely the transport contract and the commercial agency contract. It contains theoretical sections (narrative), case studies, questions, and exercises. Consists of approximately 92 pages.</li> <li>- <b>Handbook 2. Commercial negotiable instruments:</b> The module handles the commercial negotiable instruments, their definition, characteristics, and types. It contains theoretical sections (narrative), case studies, questions, and exercises. It Consists of approximately 74 pages.</li> <li>- <b>Handbook 3. Bankruptcy:</b> The module handles bankruptcy and preventive composition. It contains theoretical sections (narrative), case studies, questions, and exercises. Consists of approximately 71 pages.</li> <li>- <b>Handbook 4. Banking Transactions:</b> The module covers banking transactions with a focus on specific types of bank accounts and transactions. It contains theoretical sections (narrative), case studies, questions, and exercises. Consists of approximately 64 pages.</li> </ul> <p><b>Team support:</b> Three (3) subject-matter experts and IDLO/PJI focal points.</p>
<b>Resources to be developed (not available):</b>	Narration and videos (when and if needed)
<b>Language</b>	Arabic Language
<b>Certificates upon completion:</b>	Required feature of the PJI e-learning platform in Arabic (the text of the certificate will be agreed upon with the PJI)
<b>Pre and post test</b>	Required features of the platform
<b>Final evaluation upon completion:</b>	Required features of the platform
<b>Tests and tracking of participation:</b>	Required features of the platform
<b>E-learning self-paced interactive Arabic</b>	By 31 January 2023

<p>narrated course containing e-learning modules based on the 4 handbooks uploaded on PJI e-learning Moodle platform:</p>	
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**Note:** Course modules source material will be provided to the successful bidder in addition to the availability of the PJI and IDLO focal points and subject matter experts, as needed, for further clarification, review and comments on final products. All deliverables are subject to prior approval by IDLO and the PJI. Respective payments will be released based on such prior approvals.

**D. Institutional Arrangement**

The project’s main component is to deliver a self-paced interactive Arabic narrated e-learning course containing modules based on the four (4) handbooks to the PJI in coordination with IDLO Jordan Country Officer and its focal points located in Amman and Ramallah. Focal points at IDLO will be assigned to oversee the e-learning course modules development process. The Service Provider is also expected to designate focal points to oversee the implementation process and communicate with IDLO and PJI. Communication and reporting to IDLO will be ongoing throughout the assignment according to the implementation schedule/plan that will be agreed on upon the commencement of the assignment.

**E. Duration of the Work**

Time is of the essence for this project. Thus, the duration expected for the development of the self-paced interactive Arabic narrated e-learning course modules is a maximum of four (4) months from the date of contracting. The expected date of work commencement is 30 September 2022 to be completed by 31 January 2023.

**F. Work Location**

The PJI operates from Ramallah – West Bank. Therefore, the service provider can work remotely and in person depending on their location. Virtual and in-person meetings will be facilitated by IDLO in coordination with the PJI.

**G. Qualifications of the Successful Contractor**

**Expertise**

- Mastery of instructional design, educational technology or related studies is required.

**Work experience**

- Minimum 5 years of experience in E-Learning Instructional Design at the level of expertise required to carry out the main duties and responsibilities.
- Evidence of Service Provider’s experience in delivering similar services to at least 3 clients in the last 5 years.



## Specific Technical & Behavioural Competencies

- Demonstrated strong industry knowledge of technology and developments in the field of e-learning.
- Experience in applying instructional and engaging design and adult learning principles in training/eLearning.
- Knowledge and experience with remote/digital training approaches.
- Experience integrating microlearning, personalization, gamification, and social elements of eLearning.
- Proficiency in Adobe Creative Suite and other applications to create graphics, animation, audio, video etc. multimedia elements.
- Proficiency in authoring tool “Articulate 360 Storyline”.
- Proficiency in coding interactive content (advanced learning activities, adaptive testing, games, and simulations using applications) with HTML5, CSS, JavaScript, jQuery and Animation.
- Ability to manage time efficiently, effectively handle multiple tasks and competing priorities, as well as meet deadlines.
- Knowledge of, and experience working with, various stakeholders and systems within the MENA region.
- Proficiency in Arabic (mother tongue) and English language required.
- Experience particularly in the judicial reform, social justice sector is an asset.

## H. Scope of Tender Price and Schedule of Payments

A lumpsum payment will be made upon IDLO's satisfactory receipt of the final deliverable in accordance with the table below.

NR	MILESTONE	TARGET COMPLETION TIMELINE
<b>Preparatory work</b>		
1	<ul style="list-style-type: none"> <li>- Meetings and consultations with IDLO and the PJI.</li> <li>- A detailed workplan/outline in Arabic and English to agree on with IDLO and the PJI.</li> </ul>	10 October 2022
2	<ul style="list-style-type: none"> <li>- A first draft of storyboard course modules with screenshots and comments on interaction and types of assessment.</li> </ul>	30 October 2022
3	<ul style="list-style-type: none"> <li>- A first functional prototype of 1 course module to be agreed upon.</li> </ul>	10 November 2022
<b>Production</b>		
4	<ul style="list-style-type: none"> <li>- Develop the self-paced interactive e-learning course modules based on the finalized and approved storyboards.</li> <li>- Review and validate- the e-learning course modules.</li> <li>- Edits and amendments.</li> <li>- Edited version of the e-learning course modules to be approved by the PJI and IDLO</li> </ul>	20 December 2022

	<ul style="list-style-type: none"> <li>- Arabic voice samples to be approved by IDLO/PJI for e-learning course modules.</li> <li>- Narration to be developed and added to the final approved e-learning course modules.</li> <li>- E-learning course modules to be reviewed and finalized with narration.</li> </ul>	
5	<ul style="list-style-type: none"> <li>- Roll-out pilot phase of the e-learning course modules for 10 participants.</li> <li>- Carry out revisions following the pilot phase - Finalize the e-learning course with the e-learning modules to be approved by the PJI and IDLO.</li> </ul>	30 December 2022
<b>Post-Production</b>		
6	<ul style="list-style-type: none"> <li>- Upload the e-learning course modules onto the PJI e-Learning Moodle platform, test for bugs.</li> <li>- Handover of SCORM files and Articulate storyline source files upon assignment completion.</li> </ul>	15 January 2022
7	- Final report as indicated under item (g) of-Section - 2 Technical Support /C – Expected Output.	31 January 2023

**ANNEX D  
PROPOSAL 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 Professional Services for **[INSERT AMOUNT OF MONEY AND CURRENCY]** as may be ascertained in accordance with the Financial Proposal (Price Schedule) attached herewith and made part of this Proposal.

We undertake, if our Proposal 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 Proposal for a period of 90 days from the date fixed for opening of Proposals in the Request for Proposals, 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 Proposal you may receive.

Company/Organization: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: **Select date**

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

*Duly authorized to sign this Proposal*

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

<b>Name of Bidder:</b>	[Insert Name of Bidder]	<b>Date:</b>	Select date
<b>RFP reference:</b>	RFP No. PR-JO-2022-000026		
<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		
<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:</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, <b>if applicable</b></li> <li>▪ Quality Certificate for goods (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, <b>if relevant</b></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> </ul>		

- Export Licenses, **if applicable**
- Local Government permit to locate and operate in assignment location, **if applicable**
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country
  
- Audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years
- Track record for comparable engagements supported by three (3) examples of e-learning course modules they created)
- Reference letters from previous clients/POs or Contacts from at least two (2) clients indicating delivery of similar services in the past two (2) years with contactable domain email references for verification.
- Self -Attestation Letter that Bidder does not have consistent history of court/arbitral award decisions for the last 3 years.
- Self-Attestation Letter that Bidder has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings.
- Self-Attestation Letter that Bidder 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 RFP Annex A Clause 22.
- Company Profile

## ANNEX F1- TECHNICAL PROPOSAL

### A. Establishment and Experience

1. Company profile, including printed brochures and product catalogues relevant to the goods and/or services being procured, information on number of years in operation, country of incorporation, and types of activities undertaken.
2. General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
3. Relevance of specialized knowledge and experience on similar engagements done in the region/country within past 3 years; to be substantiated with copies of prior contracts, or contactable references and details of project size/scope
4. Experience working with other Inter-Governmental Organizations such as the World Bank and the United Nations and/or International Non-Governmental Organizations
5. Project resources planned to be assigned to this Contract (including CVs, certifications and qualifications of team members). Any new resources be recruited after award of contract?

#### Format for CV of Proposed Key Personnel

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/Qualifications</b>	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
<b>Professional certifications</b>	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> <li>▪ Name of institution: [Insert]</li> <li>▪ Date of certification: [Insert]</li> </ul>
<b>Employment Record/Experience</b>	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments]</i></p>



	<i>and any other information or professional experience considered pertinent for this assignment.]</i>	
	[Insert]	
<b>References</b>	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>	
	Reference 1: [Insert]	Reference 2: [Insert]

**B. Methodology**

1. This section should demonstrate the Bidder’s responsiveness to the Terms of Reference (TOR) and has the highest percentage of Points
2. Explanation of the proposed overall methodology for producing the expected results of the TOR
3. Provide Detailed Project Implementation Plan Showing Mobilization Timeline from the signing of the contract, how deliverable can be met on time from the time that the contract is signed
4. Please explain details of quality control points
5. Geographical coverage, including details of staff or offices or sub-contractors already operating in selected areas, if applicable
6. Please explain progress reporting and final schedule

## ANNEX F2- FINANCIAL PROPOSAL

The Bidder is requested to prepare the Financial Proposal/Price Schedule as a separate envelope from the rest of the RFP response as indicated in the Instructions to Bidders.

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.

Description of Activity/Item as per Target completion Timeline		Estimated Amount USD
<b>Preparatory work</b>		
1	<ul style="list-style-type: none"> <li>- Meetings and consultations with IDLO and the PJI</li> <li>- A detailed workplan/outline in Arabic and English to agree on with IDLO and the PJI</li> </ul>	
2	<ul style="list-style-type: none"> <li>- A first draft of storyboard course modules with screenshots and comments on interaction and types of assessment</li> </ul>	
3	<ul style="list-style-type: none"> <li>- A first functional prototype of 1 course module to be agreed upon</li> </ul>	
<b>Production</b>		
4	<ul style="list-style-type: none"> <li>- Develop the self-paced interactive e-learning course modules based on the finalized and approved storyboards</li> <li>- Review and validate- the e-learning course modules</li> <li>- Edits and amendments</li> <li>- Edited version of the e-learning course modules to be approved by the PJI and IDLO</li> <li>- Arabic voice samples to be approved by IDLO/PJI for e-learning course modules.</li> <li>- Narration to be developed and added to the final approved e-learning course modules.</li> <li>- E-learning course modules to be reviewed and finalized with narration.</li> </ul>	

5	<ul style="list-style-type: none"> <li>- Roll-out pilot phase of the e-learning course modules for 10 participants.</li> <li>- Carry out revisions following the pilot phase - Finalize the e-learning course with the e-learning modules to be approved by the PJI and IDLO.</li> </ul>	
<b>Post-Production</b>		
6	<ul style="list-style-type: none"> <li>- Upload the e-learning course modules onto the PJI e-Learning Moodle platform, test for bugs.</li> <li>- Handover of SCORM files and Articulate storyline source files upon assignment completion.</li> </ul>	
7	<ul style="list-style-type: none"> <li>- Final report as indicated under item (g) of-Section - 2 Technical Support /C – Expected Output.</li> </ul>	
<b>TOTAL COST IN USD</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 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.

<b>Place of Delivery</b>	The Palestinian Judicial Institute E-Learning Moodle Platform in Ramallah, West Bank
<b>Delivery Date</b>	Services shall be completed within Four (4) months according to the timeline set forth above from the last date of contract signature.
<b>Payment Terms</b>	IDLO will process the payment within 30 days after satisfactory 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/general\\_terms\\_and\\_conditions\\_for\\_goods\\_august\\_2020.pdf](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\\_services\\_feb\\_2022.pdf](https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_feb_2022.pdf)

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