
REQUEST FOR QUOTATION
PROCUREMENT OF AIRTIME AND DATA BUNDLES TOP-UP SERVICE
RFQ NO. 002/SER/NE/2024

Date: **February 6, 2024**

Dear Sir / Madam,

You are kindly requested to submit your quotation for the **procurement of airtime and data bundles top-up service** described in Annex B.

IDLO is looking to establish one or several Framework Agreement(s) with able and qualified Suppliers. A Framework Agreement is a type of agreement with its terms and conditions under which procurement of goods or services can be effected over a specified period, but which places no obligation on IDLO to order any minimum or maximum quantity. All terms and conditions including the prices will remain unchanged during the period of the Framework Agreement(s). The duration for Framework Agreement(s) is 07 months with an option to extend at the same price, terms and conditions for a second 12-month period subject to satisfactory performance and agreement by both parties. A Work Order will be issued when IDLO intends to make a commitment against Framework Agreements. The Work Order will provide information on the exact items, its quantities and unit prices (lifted from the Framework Agreement) in addition to other logistic details.

We also request that your Quotation is submitted using the format specifically detailed in Annex C.

Quotations 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.

Quotation shall be evaluated based on lowest priced Quotation meeting requirements as per the criteria set in Annex A, point q.

In the event of a discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity), 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 Quotation will be rejected.

The Bidders shall not vary their prices for any reason after the deadline of the tender and while the Quotation is still valid. At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of the offer, by up to a maximum twenty-five per cent (25%) of the value of the offer, without any change in the unit price or other terms and conditions.

IDLO is not bound to accept any Quotation, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Quotation, 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 RFQ.

By submitting a Quotation 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 Request for Quotation (RFQ) is comprised of:

Instruction to Bidders	Annex A
Technical Specifications	Annex B
Supplier's Quotation	Annex C
IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct	Annex D

For any questions/clarifications related to this RFQ please contact IDLO on tenders@idlo.int and mention **Clarifications RFQ NO. 002/SER/NE/2024** in the subject section of your email no later than 48 hours prior to the deadline for submission.

Deadline for Submission of Quotation:

On or before **Date: February 13, 2024**

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
IDLO NIGER

Annex A
Instructions to Bidders

a. Description of requested airtime and data bundles top-up service	See Annex B
b. Deadline for Quotation	The Quote shall be addressed to IDLO on or before Date: February 13, 2024 Time: 15:00 hours Rome, Italy local time.
c. General Terms and Conditions	Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions for the Procurement of Goods/Services and adherence to the Supplier Code of Conduct.
d. Payment Terms	IDLO will conduct the payment within 30 days after satisfactory receipt of all services and upon submission of the invoice by the Supplier.
e. Conditions for Release of Payment	IDLO Acceptance of Goods/Services Form based on full compliance with RFQ requirements
f. Validity of Quotation starting from the Deadline of the Tender	90 days In exceptional circumstances, IDLO may request the Bidder to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Bidder shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
g. Quotations Submission	All quotations shall be submitted through the following e-mail address: tenders@idlo.int
h. Partial Quotations	<input checked="" type="checkbox"/> Not permitted
i. Place of Delivery	ILDO NIGER BUREAU NIAMEY RUE ISSA BERI 59 PORTE 676
j. Delivery Terms	Services will be delivered within 05 days after receipt of PO or contract from IDLO to ILDO NIGER BUREAU NIAMEY RUE ISSA BERI 59 PORTE 676
k. Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> N/A
l. Currency of Quotation	XOF <i>Note: (Local Suppliers must comply with any applicable laws regarding doing business in other currencies)</i>
m. Preliminary Documents to be Submitted	<input checked="" type="checkbox"/> Annex C duly signed and stamped, and in accordance with the list of requirements in Annex B; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input checked="" type="checkbox"/> Others : 3 client references

n. Special Packing Requirement or Temperature Control	<input checked="" type="checkbox"/> N/A
o. After-sales services required, if applicable	<input checked="" type="checkbox"/> N/A
p. Evaluation of Quote	Evaluation will be done according to the following order of priorities: <ol style="list-style-type: none"> 1. Full submission of Preliminary Documents (as per Annex A, point n.) 2. Technical responsiveness 3. Comprehensiveness of after-sales services, as per Annex A, Point o, if applicable. 4. Delivery Date 5. Price
q. Contract Award	Contract Award shall be granted according to: <ol style="list-style-type: none"> a) Full submission of Price Schedule (Annex C) signed and stamped; b) Lowest priced, most technically acceptable/compliant offer;
r. 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.
s. Liquidated Damages	<input checked="" type="checkbox"/> Yes - For late delivery of <u>Services</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions. If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services.

ANNEX B TECHNICAL SPECIFICATIONS

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.

Through its Sahel Regional Program based In Mali and working In Burkina Faso and Niger, IDLO works to promote the respect for the rule of law by assisting in the reform of judicial institutions in developing countries. With the support of the Kingdom of the Netherlands, IDLO is implementing the "Integrated support for the criminal justice systems of Mali, Burkina Faso and Niger" program

B. Background

IDLO has been implementing the "Integrated support for the criminal justice systems of Mali, Burkina Faso and Niger" program in Niger since 2020 with its Country Office based in Niamey and regional coordinations in Tahoua, Dosso and Tillabéri. To guarantee IDLO Niger team the best possible working conditions and meet their professionals' objectives, certain amenities such as airtime and data bundles top-up allocations are made available to agents.

C. Expected Output

Availability of a reliable service provider which can offer good quality service for top up in airtime and internet data at a reasonable price. The top-up is expected to be received in the 5 first day of the month.

D. Institutional Arrangement

The Procurement Assistant will make sure that each employee has received his/her allocation before receiving the invoice and payment.
After signature of the contract the numbers of the employees will be communicated.

E. Duration of the Work

The Framework Agreement is established for seven (7) months starting February 2024 and ending August 2024.

F. Work Location

IDLO NIGER Rue Issa Béri 59 porte 676.

G. Qualifications of the Successful Contractor

Providers wishing to obtain this contract from IDLO must provide the following documentation:

1. Tax identification number (NIF); Certificate of registration with the Registre du Commerce et du Crédit Immobilier (RCCM);
2. Attestation de Régularité Fiscale (ARF) ; ou certificat de situation fiscale (quitus)
3. Authorization to resell communications products
4. Bank details;
5. O3 references.

H. Scope of Tender Price and Schedule of Payments

The payment will be on a monthly basis upon receiving the correct invoice accepted by IDLO. IDLO has 30 days after reception to make the payment.

Specifications for airtime and data bundles top-up service and estimated volumes¹

Lot 1:

#	Position	Airtime	Data bundles	Total monthly allocation
1	IDLO staff 1	25.000	20.000	45.000
2	IDLO staff 2	10.000	20.000	30.000
3	IDLO staff 3	10.000	10.000	20.000
4	IDLO staff 4	10.000	10.000	20.000
5	IDLO staff 5	10.000	10.000	20.000
6	IDLO staff 6	10.000	10.000	20.000
7	IDLO staff 7	10.000	10.000	20.000
8	IDLO staff 8	10.000	10.000	20.000
9	IDLO staff 9	10.000	10.000	20.000
10	IDLO staff 10	10.000	10.000	20.000
11	IDLO staff 11	10.000	10.000	20.000

¹ The needs of the Organization might change. Orders will be placed each month reflecting the updated need.

12	IDLO staff 12	10.000	10.000	20.000
13	IDLO staff 13	5000	N/A	5000
14	IDLO staff 14	5000	N/A	5000
15	Related cost if applicable**			
TOTAL per month				285.000
TOTAL for 7 months starting february 2024				1.995.000

** the cost of service if applicable will be furnish by the supplier. The monthly amount is for the amount of recharge in airtime and data bundle.

Specifications for After-Sale Service for airtime and data bundles top-up service

Description
The top-up has to be distributed in the first 5 days of the month Dedicated focal point

**ANNEX C
SUPPLIER'S QUOTATION**

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

We, the undersigned, 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 hereby offer to supply the items listed below in conformity with the specification and requirements of IDLO as per **RFQ NO. 002/SER/NE/2024**

Company Name	
Company Full Address	
Date	
Signature	
Stamp	
Contact Person	
Telephone number	
Email address	

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

Lot	Item Name	Description	Unit of Measure	Quantity	Compliance with Technical Specifications in Annex B	Unit rate in XOF	Total amount in XOF
1.	Airtime and data bundles montly allocation	Airtime and data bundles montly allocation	MONTH	07	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
Total Cost of Services							
Other Charges (please specify)							
Taxes/ VAT (__ %) (if applicable)							
Grand Total							

<p>Name, position and signature of the Bidder</p> <hr/> <p><i>Duly authorised to sign this Bid</i></p> <p>Date:</p>	<p>Bidder's Stamp</p>
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Table 2: Offer for After-Sale Services and Other Conditions

Other Information	Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>

The top-up has to be distributed in the first 5 days of the month			
Dedicated focal point			

<p>Name, position and signature of the Bidder</p> <hr/> <p><i>Duly authorised to sign this Bid</i></p> <p>Date:</p>	<p>Bidder's Stamp</p>
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ANNEX D
IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR
SERVICES
AND
IDLO SUPPLIER CODE OF CONDUCT

Any quote 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_and_services_august_2020.pdf

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_february_2022.pdf

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