

## **REQUEST FOR PROPOSAL**

Reference: RFP No. N_90_2020_HQ.	DATE: 30 June 2020

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly requests your Company/Organization to submit a Proposal for **Translation and Interpretation Services from English into Kinyarwanda.** 

This Request for Proposal (RFP) consists of the following Annexes. Please be guided by these in preparing your Proposal:

Instructions to Bidders	
Terms of Reference (TOR)	Annex A
Proposal Submission Form	Annex B
Price Schedule	Annex C
IDLO Special Conditions of Contract	Annex D
IDLO General Terms and Conditions for the Procurement of Services	Annex E
IDLO Supplier Code of Conduct	Annex F

Proposals should be submitted no later than **10 July 2020 at 10.00 Hours Rome Local Time (equivalent to Kigali, Rwanda Local Time)** by email to **tenders@idlo.int**.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP.

IDLO encourages prospective Bidders to prevent and avoid conflicts of interest by disclosing to IDLO if any Bidder or its affiliates or personnel were involved in the preparation of the requirements, design, cost estimates, and other information used to prepare this RFP.





# Instructions to Bidders

Cost of the Proposal	The Bidder shall bear all costs associated with the preparation and submission of the Proposal. IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.
Language of the Proposal	The Proposal and all correspondence and documents relating to the Proposal exchanged by the Bidder and IDLO shall be written in the English language.
Currency of Proposals	Proposals shall be nominated exclusively in USD.
Clarification of solicitation documents	A prospective Bidder requiring any clarification of the RFP (Solicitation Documents) may notify IDLO in writing to tenders@idlo.int no later than 72 hours prior to the deadline for submission of Proposals. The requests for clarification will have " <b>Request for clarifications for RFP No. 90_2020_HQ</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) will be sent to all prospective Bidders that have received the Solicitation Documents. 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 the Bidders
Amendments of solicitation documents	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. All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents. In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Proposals.
Contents of solicitation documents	Proposals must offer services for the total requirement, unless specified otherwise in this RFP. Proposals 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 Proposal.
Delivery Term & Place	Services are to be provided to: IDLO by email



Documents comprising the Proposal	<ol> <li>The Proposal shall comprise the following components:         <ol> <li>Proposal submission form (see Annex B);</li> <li>Price Schedule (see Annex C);</li> <li>Operational and technical part of the Proposal, including documentation to demonstrate that the Bidder and the Proposal meet all necessary requirements.</li> </ol> </li> </ol>
Proposal submission	The Bidder shall structure the operational and technical part of its Proposal as follows: (a) <b>Proposed methodology</b> 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. The operational and 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. 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. 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.



Format, signing sealing, marking and submission of Proposals	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. 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 initialed by the person or persons signing the Proposal. The Proposal will consist of two attached files named "Technical Proposal" and "Financial Proposal". The "Financial Proposal" file will contain Price Schedule (see Annex 4) and will be password-protected. IDLO will additionally communicate with Bidders for obtaining the password for Financial Proposal, if needed. Only financial proposals from Bidders whose technical proposals have passed technical evaluation will be opened. The Bidder shall scan and email the Proposal (consisting of Technical Proposal and Financial Proposal) to tenders@idlo.int with the Subject: " <b>Proposal for RFP No. 90_2020_HQ</b> " before the deadline stipulated in this RFP.
Deadline for submission of Proposals	The Proposal shall be addressed to IDLO on or before <b>10 July 2020 at 10.00</b> Hours Rome Local Time (equivalent to Kigali, Rwanda Local Time).
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.
Validity Period of Proposals	All Proposals will be valid for 90 days from the deadline 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.



Modification and withdrawal of Proposals	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. 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. No Proposal may be modified nor withdrawn after to the deadline for submission of Proposals. 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.
Right to accept, reject, or render non- responsive any or all Proposals	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.
Clarification of Proposals	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.
Preliminary examination	IDLO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.
Correction of errors	Any discrepancy between the unit price and the total price shall be re- computed by IDLO, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on IDLO's re-computation and correction of errors, its Proposal will be rejected.
	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by IDLO after it has received the Proposal.
	At the time of Award of Contract or Purchase Order, IDLO reserves the right to vary (increase or decrease) the quantity of services and/or goods, 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.



Responsiveness of Proposals	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 conforms to all the terms and conditions of the RFP without material deviations. IDLO's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.
	A Proposal determined as not substantially responsive will be rejected by IDLO and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
Evaluation and comparison of Proposals	A two-stage procedure is utilised in evaluating the Proposals, with evaluation of the Technical Proposal being completed prior to Financial Proposal being opened and compared.
	The Financial Proposals (Price Schedules) of the overall Proposals will be opened only for submissions that passed minimum technical score of 490 points of the maximum obtainable 700 points.
	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:
	<ul> <li>Technical Proposal -70%,- 700 points maximum,</li> <li>Financial Proposal - 30%, - 300 points maximum.</li> </ul>
	The contract will be awarded to the Proposal with highest combined score obtained in technical and financial evaluation.
	<b>Technical Evaluation</b> The technical Proposal is evaluated on the basis of 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.
	<b>Financial Evaluation</b> In the second stage the Financial Proposals of all Bidders who attained a minimum 490 points in Technical Evaluation will be reviewed. The lowest amount for technically qualified Financial Proposal will be awarded maximum 300 points and other Financial Proposals will be awarded points in accordance with the following formula: Financial Proposal score = (Lowest Price / Price under consideration) x 300.



Payment Terms	Payment will be processed within 30 days after successful provision of Services described in the Contract and acceptance by IDLO, and upon submission of Supplier's invoice.
General Terms and Conditions	Any Contract or Purchase Order that will be signed as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of IDLO, herein attached as Annex E. Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions and adherence to the Supplier Code of Conduct for the Procurement of Goods/Services.





# Annex A TERMS OF REFERENCE Translation and Interpretation Services for IDLO Project in Rwanda

## Background:

Strengthening the capacity of prosecutors, judges and lawyers in Rwanda in international criminal law is both important and timely. Although cases have been adjudicated under the Transfer Law since 2012 ("Transfer cases"), their volume is increasing. With more countries transferring cases back to Rwanda, this trend will only continue. Moreover, significant amendments in the Transfer Law and the issuance of the Practice Direction on Investigations have changed the legal framework applicable to Transfer cases.

The purpose of the project is to :

- Lead the development and implementation of a training program to ensure that prosecutors, investigators (members of the judicial police), and/ or other lawyers and legal staff of the NPPA and the Genocide Fugitive Tracking Unit (GFTU) have increased capacity to prosecute the genocide suspects transferred to Rwanda for trial in accordance with the Transfer Law procedure and internationally-recognised rights of the accused;
- Providing technical assistance in international criminal law to the Rwanda Judiciary through the creation of (i) templates for written orders, decisions, and judgments (trial and appeal), and the delivery of training on their use; and (ii) a comprehensive Practice Manual for the conduct and management of Transfer cases to ensure the consistent application of the Transfer Law procedure;
- Lead the development of a one-week refresher course to consolidate the knowledge of RBA practitioners appearing in Transfer cases and appeals on the Transfer Law and international criminal law, building on the results of the trainings previously provided in 2017-2018.

#### **Objective:**

This consultancy falls within the Technical Assistance in International Criminal Law for the Rwandan judiciary sub-project.

The consultancy includes: 1) Translation Of Legal Templates; 2) Translation of Practice Manual; 3) Potential Other Translation. The required translation for 1 and 2 will be from Kinyarwanda to English and for 3), if needed, from English or French to Kinyarwanda.



## Tasks and deliverables:

#### Tasks shall be assigned to the same translator(s) for all deliverables.

- Translation of legal templates from English to Kinyarwanda In this project, the team will be drafting templates in order for the HCCIC and Court
  - of Appeal to create a "document bank" of orders, decisions and judgments which are formatted in the same manner, and also contain a standard structure, and "boilerplate" legal language which remains constant as between decisions, orders and judgements.

The anticipated legal document templates needing translation are:

- Trial Court Order
- Court of Appeal Order
- Trial Court Decision
- Court of Appeal Decision
- Trial Court Judgment
- Court of Appeal Judgment

# Translation of templates shall be delivered within 10 working days after receival of draft documents.

2) Translation of Practice Manual from English to Kinyarwanda

In this project, the team will be drafting a Judiciary "Practice Manual", a document provided to all new Judges and legal staff, which is a step-by-step guide to the conduct and management of Transfer Law international criminal trials in the different trial stages; pre-trial, trial and appeal. The consult will translate the Practice Manual from Kinyarwanda into English.

# Translation of Practice Manuals shall be delivered within 15 working days after receival of draft documents.

- Translation of any other legal documents from Kinyarwanda into English or French (optional, to be determined)
   The team may need translation of other legal documents from Kinyarwanda into English or French. Delivery date of services shall be set accordingly.
- 4) Volume of Translation: The total number of pages to be translated will be between 100 and 150.

#### **Expertise sought:**

1) Minimum of three years of professional International Criminal Law translation and interpretation in similar scale projects or equivalent experience.



2) **Minimum of one year of experience** in international criminal law translation and/or interpretation with the UN- ICTR, UN-MICT IDLO and/or a specialized international criminal law chamber of a domestic chamber.

## Price and Payment schedule

IDLO requires the deliverables to be based on the Pricing Scale as below:

- 1. Price up to 50 pages
- 2. Price up to 100 pages
- 3. Price up to 150 pages

#### **Technical Evaluation Criteria**

Summary of Technical Proposal		Score Weight	Points Obtainable
1.	Establishment and experience	50%	350
2.	Methodology	50%	350
Total		700	

	Technical Proposal: Establishment and experience	Points Obtainable
1.1	<ul> <li>Company profile: Submission of</li> <li>Company Profile</li> <li>Trade license/Certificate of Business Registration</li> <li>VAT registration</li> <li>Other similar license for Translation and Interpretation Certifications)</li> </ul>	175
1.2	<ul> <li>Experience in similar projects or equivalent experience:         <ul> <li>Provide evidence showing minimum of three years of professional International Criminal Law translation and interpretation in similar scale projects or equivalent experience either as copies of prior contracts, or contactable references and details of project size/scope</li> <li>Minimum of one year of experience in international criminal law translation and/or interpretation with the UN- ICTR, UN-MICT, IDLO and/or a specialized international criminal law chamber of a domestic chamber</li> </ul> </li> </ul>	175
	Total Part 1	350



	Technical Proposal: Methodology	Points obtainable
2.1	<ul> <li>Proposed methodology for the translation services:</li> <li>Include details about how your company intend to best quality translation for this project</li> <li>Please explain progress reporting schedule</li> <li>Please explain details of quality control points</li> <li>Provide detailed project implementation plan sh deliverable can be met on time from the tim contract is signed</li> </ul>	175 nowing how
2.2	<ul> <li>Project resources:</li> <li>Human Resources:         <ul> <li>Provide information about the Translators assig project in the form of CVs attesting to their qualif experience</li> <li>Please provide any relevant certificates for the Translators</li> </ul> </li> </ul>	fication and 175
	<ul> <li><u>Other Resources:</u></li> <li>Any additional resources required to perform the</li> </ul>	e services
Total	l Part 2	350





#### Annex B

#### **PROPOSAL SUBMISSION FORM**

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

Date:	

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

Duly authorized to sign this Proposal

Position: \_\_\_\_\_

Company/Organization:	





## Annex C FINANCIAL PROPOSAL / PRICE SCHEDULE

The Bidder is asked to prepare the 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.

Price Schedule Description of Activity/Item	Estimated amount in US Dollars
1. Translation and Interpretation Price up to 50	
pages	
2. Translation and Interpretation Price up to	
100 pages	
3. Translation and Interpretation Price up to	
150 pages	
Tax if applicable	
TOTAL COST	





# Annex D IDLO Special Conditions of Contract

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Services. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Services.

Place of delivery	IDLO by email
Delivery date	The Service Contract will be signed for a period of up to 6 months.
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.





Annex E IDLO General Terms and Conditions for the Procurement of Services Please refer to PDF attachment to the Bid





# Annex F IDLO Supplier Code of Conduct

IDLO recognizes the universal and fundamental values enshrined in international instruments in the areas of human rights, labor, environment and anti-corruption.

IDLO expects its Suppliers to respect fundamental social and human rights, and the equal rights of men and women, take responsibility for minimizing the environmental impact of their activities, endorse ethical business practices and reach the following goals:

1. Supplier Relationships: The provisions of this Code of Conduct set forth the expectations of all suppliers with whom IDLO does business. IDLO expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third parties. IDLO expects that suppliers ensure that the rules and standards of this Code of Conduct are communicated to the employees and subcontractors.

2. Promoting the Principles of this Code of Conduct: IDLO expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.

3. Subcontracting: IDLO expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

#### Labor:

4. Freedom of Association and Collective Bargaining: IDLO expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core international principles on Freedom of Association and collective bargaining. IDLO recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

5. Forced Labor: IDLO expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with international rules on forced labor. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification; passports or work permits as a condition of employment.

6. Child Labor: IDLO expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere



with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

7. Discrimination: IDLO does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. IDLO also discourages discrimination regarding access to training, promotion, and rewards.

8. Working Hours: IDLO expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.

9. Compensation: IDLO expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.

## Human Rights:

10. Human Rights: IDLO expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

11. Harassment, Harsh or Inhumane Treatment: IDLO expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

12. Health and Safety: IDLO expects its suppliers to follow all relevant legislation, regulations and directives in country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems, reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

13. Mines: IDLO expects its suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### **Environment:**

14. Environmental: IDLO expects its suppliers to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

15. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to



the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

16. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

17. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

18. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

#### Drug trafficking and Terrorism:

19. Drug Trafficking: IDLO expects its supplier to warrant that neither they, nor any of their employees and subcontractors, are engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the goods or services to be provided to IDLO.

20. Terrorism: IDLO expects its supplier to warrant that neither they, nor any of their employees and subcontractors, are engaged directly or indirectly in terrorism, or in the finance or support to terrorists.

#### **Bribery & Corruption:**

21. Corruption: IDLO expects its suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

22. Conflict of Interest: IDLO suppliers are expected to disclose to IDLO any situation that may appear as a conflict of interest, and disclose to IDLO if any IDLO official or professional under contract with IDLO may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

23. Gifts and Hospitality: IDLO does not accept any type of gift or any offer of hospitality. IDLO will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. IDLO expects its

suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to an IDLO staff member in order to facilitate the suppliers business with IDLO.

24. Monitoring and Evaluation: IDLO may conduct on-site evaluations and inspections of its supplier's facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of IDLO that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. IDLO may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with IDLO.

