

INTERNATIONAL DEVELOPMENT LAW ORGANIZATION
Request For Proposal

Reference: **RFP No. N_07_2020_HQ**

Date: **17 July 2020**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly requests your Company/Organization to submit a Proposal for IDLO Provident Fund Advisory Services. 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.

Proposals 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 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 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.	Supplier's Proposal	Annex F
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Services	Annex H
i.	Supplier Code of Conduct	Annex I

For any questions/clarifications related to this RFP before Deadline for Submissions of Proposals, please contact IDLO on tenders@idlo.int and mention **RFP No. N_07_2020_HQ** in the subject section of your email.

Deadline for Submission of Proposals: On or before **31 July 2020, 1200 hrs Rome**, Italy local time.

Thank you and we look forward to receiving your quotation.

Sincerely yours,
Director of Finance and Support Services

**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 EURO</p> <p><i>Note: Local 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. Delivery Term and Place	<p>Services are to be provided to: IDLO Headquarters in Rome, Italy</p>
6. Deadline for Submissions of Proposals	<p>The Proposal shall be addressed to IDLO on or before 31 July, 12.00 hrs Rome, Italy local time.</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>
7. Documents comprising the Bidder's Proposal	<p>The Proposal shall comprise the following components:</p> <ol style="list-style-type: none"> 1. Proposal Submission Form (see Annex D); 2. Bidder Information Form (see Annex E) 3. Supplier's Proposal divided into: <ol style="list-style-type: none"> a. Technical Proposal (see Annex F1) b. Financial Proposal /Price Schedule (see Annex F2)
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>

<p>9. Clarification of solicitation documents</p>	<p>A prospective Bidder requiring any clarification on this RFP may contact IDLO by email on tenders@idlo.int no later than 72 hours prior to the deadline for submission of Proposals.</p> <p>The requests for clarification will have “Request for clarifications for RFP No. N_07_2020_HQ” mentioned in the subject.</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>
<p>10. Amendments of solicitation documents</p>	<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>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.</p>
<p>11. Proposal submission</p>	<p>The Bidder shall structure the Technical part of the Proposal as follows:</p> <p>(a) Proposed methodology 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</p>

	<p>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 “Technical Proposal” and “Financial Proposal”.</p> <p>The “Financial Proposal” 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 tenders@idlo.int with the Subject: “Technical Proposal for RFP No. N_07_2020_HQ” and with the Subject: “Price Proposal for RFP No. N_07_2020_HQ” 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 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 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"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <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 comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</p>
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"> a) they have at least one controlling partner, director or shareholder in common; or

	<ul style="list-style-type: none"> b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or 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; 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; 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.
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 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.
17. Modification and withdrawal of Proposals	<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. The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause <i>Deadline for Submission of Proposals</i>.</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>
18. Amendment of the proposal	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.

	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.
19. Bidders' conference	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes – A Bidder's conference will be conducted at [the date, time and location]. 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. 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.
20. 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.
21. 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.
22. Evaluation of Eligibility and Qualification	In general terms, Bidders that meet the following criteria may be considered qualified: <ul style="list-style-type: none"> a) They are not included in IDLO Sanctions lists (EU, US, UN); b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, 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; d) They are able to comply fully with IDLO General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.

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.
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"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; 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; 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; 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; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that IDLO may deem appropriate, at any stage 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	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>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.</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"> - Technical Proposal -70%, - 700 points maximum, - Financial Proposal - 30%, - 300 points maximum. <p>The contract will be awarded to the Proposal with highest combined score obtained in technical and financial evaluation.</p> <p>Technical Evaluation 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.</p> <p>Financial Evaluation 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.</p>
29. Debriefing	<p>In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for IDLO procurement opportunities. The content of other proposals and how they compare to the Bidder's submission will not be discussed.</p>
30. Right to Vary Requirements at the time of the Award	<p>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.</p>
31. Contract Signature	<p>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 Proposal Security, if any, and on which</p>

	event, IDLO may award the Contract to the Second Ranked Bidder or call for new Proposals.
32. Payment Terms	IDLO will make payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.
33. 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 for the procurement of services attached as Annex H and the Supplier Code of Conduct attached as Annex I.</p> <p>The mere act of submission of a Proposal implies that the Bidder accepts both Annexes in full.</p>
34. Liquidated Damages	<p><input checked="" type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes – Failure to Complete Services. If the Contractor fails to complete the services within the time for delivery specified in the Contract, IDLO may, in its sole discretion and without prejudice to its other remedies under the Contract, deduct from the total contract price, as liquidated damages, a sum up to a maximum deduction of 15 per cent of the total contract amount.</p>

ANNEX B
TECHNICAL EVALUATION CRITERIA
Scoring Weight And Point

Summary of Technical Proposal		Score Weight	Points Obtainable	Bidder A	Bidder B
1	Establishment and experience	20%	140		
2	Methodology	65%	455		
	Explanation of the proposed overall methodology for producing the expected results of the assignment, the methodology for various sections/stages, list of deliverables, and timeline and budget				
	Adequacy of the extent to which the proposed methodology approach and work plan seems realistic, meets the requirements of the assignment and reflects the degree to which the firm understands the assignment and has the important aspects of the task been addressed in sufficient detail				
	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	Reporting	15%	105		
Total		100%	700		
Minimum Score to determine Pass/Fail			490		
Bidder's Score					
Bidder Pass/Fail to proceed to opening of Financial Proposal					

ANNEX C
Terms of Reference
IDLO Provident Fund Advisory Services

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

The Provident Fund is a key element of the social security scheme established by IDLO in accordance with the IDLO Employee Regulations and Rules and the Headquarters Agreement with Italy. It is essential that the Provident Fund operates effectively and is well-administered and that information about the Provident Fund and management of employee contributions is clearly communicated to all members.

The Provident Fund is a defined contribution scheme with a consistent basic framework since its establishment in the year 2000 – a plan under which employees are obliged to set aside 7% of their salary and IDLO contributes an additional 14% and the combination is managed in accounts invested according to individual employee instructions. The Provident Fund offers employees eligible for participation the opportunity to invest their contributions in accordance with the general ethical principles of IDLO and according to the accepted risk profile for investments.

The Director-General has created a Taskforce, the purpose of which will be to discuss and prepare recommendations for her decision with a view to establishing an institutional framework for the Provident Fund, to improving the operation of the Provident Fund, both internally and externally, increasing the understanding of the Provident Fund by its members,

and mitigating the exposure of IDLO to any risks related to its operation. While the Taskforce is based at IDLO Headquarters in Rome, Italy, circumstances relating to COVID-19 may require different modes of working, including working from an alternative location and working remotely.

The Taskforce has identified the following four as their priority areas:

1. Establish a regulatory institutional Framework for the IDLO Provident Fund;
2. Prepare recommendations and an action plan for the internal management of the Provident Fund, in particular regarding how Provident Fund assets are held on behalf of the Provident Fund members;
3. Prepare recommendations and an action plan for the external management of the Provident Fund, its investment options, performance of the existing investment options and of the existing service platform; and
4. Prepare recommendations and an action plan for a communication toolkit for the Provident Fund that captures elements of transparency, robustness, timeliness and accuracy.

The Taskforce is expected to prepare their recommendations for the Director-General's decision in a report no later than 30 September 2020. This report shall include specific action plans for each of the identified priorities.

The objective of the Terms of Reference is to select a Provident Fund Advisory Services Contractor ("Contractor") that will assist, support, advise and guide the Taskforce to complete their task.

C. Expected Output

The Contractor is expected to deliver the following output:

1. Develop a proposal and action plan for establishing a regulatory institutional framework for IDLO's Provident Fund.
 - a. Analyse the benefits and advantages of establishing a separate regulatory institutional framework for IDLO's Provident Fund.
 - b. Provide a comparison analysis for discussion in the Taskforce of other comparable intergovernmental organizations' Provident Fund.
 - c. In consultation with the Taskforce, prepare a draft regulatory institutional framework for IDLO's Provident Fund as an action plan for its establishment.
2. Review the internal financial management of the Provident Fund, in particular regarding how Provident Fund assets are held on behalf of the Provident Fund members.
 - a. Provide an analysis of the current situation of how Provident Fund assets are held and financially managed internally by IDLO and recommend changes as appropriate in compliance with IPSAS.
 - b. Propose alternative and suitable options on how the internal financial management of the Provident Fund can be improved.
 - c. In consultation with the Taskforce, prepare recommendations and an action plan for improvement.

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3. Review the external management of the Provident Fund, its investment options, the performance of the investments, the service platform and prepare an action plan for necessary changes.
 - a. Provide a full analysis of the performance of the Provident Fund options, including cash accounts.
 - b. Review the performance of the current service platform, consider feedback of Provident Fund members on its use. Identify and analyse alternative options including options for a combined service that includes the Provident Fund management and the investments management.
 - c. Review, and analyze alternative investment options that are suitable for Intergovernmental Organizations, considering ethical standards and desired risk profiles.
 - d. Provide an analysis and assessment of services provided by available Investment Fund Providers and Investment Managers suitable for international organizations, including with respect to performance and reporting mechanisms.
 - e. Analyze and advise on other available mechanisms for managing the relationship between the Investment Provider and the Provident Fund members, including a review of mechanisms utilized by other intergovernmental organizations and/or United Nations agencies.
 - f. In consultation with the Taskforce, prepare recommendations and an action plan for improvement.

 4. Develop a proposal for a communication strategy on the Provident Fund to ensure robust and accurate communication:
 - a. Review existing communication toolkit and benchmark against other Provident Fund communication toolkit in other intergovernmental organizations and/or United Nations agencies.
 - b. In consultation with the Taskforce, prepare recommendations and an action plan for improvement.

D. Timeline for Output

The Contractor shall aim at delivering the output in the form of a draft outline to the Contract Manager by 28 August 2020 for initial review. The Contract Manager shall provide feedback within 10 working days for any adjustments to be made before the submission of the Final Report to the Contract Manager by 25 September 2020. .

E. Institutional Arrangement

The Contractor is expected to work independently under the supervision of the Contract Manager and have regular consultations with the Taskforce in the course of performing the work under the Contract. Contractor may be requested to attend the meetings of the Taskforce, who shall advise, guide and support the Taskforce on all elements stipulated above in the identified priority areas.

IDLO will not provide any ICT hardware, internet connectivity and office space support to the Contractor.

F. Duration of the Work

The Contract duration for the Provident Fund Advisory Services is expected not to exceed a period of three (3) months from the date of signature.

The target date of commencement of service is within one (1) week from signing of the Contract.

G. Work Location

Due to the circumstances relating to COVID-19, the services shall be home based and unlikely to involve travel to Rome, Italy unless the Contractor is based in Rome and there is a need for physical face-to-face consultations. If it is necessary for the Contractor to attend a Taskforce meeting, it will be done remotely.

H. Qualifications of the Successful Contractor

The Contractor is expected to have the following expertise and experience:

1. A minimum of 10 years' experience in social security and retirement schemes, Provident Fund and/or Pension administration matters, including relating to Provident Fund matters and fund management in intergovernmental organizations;
2. Sound knowledge and experience of statutes/legislations/regulations/policies and procedures governing retirement schemes, including in intergovernmental organizations;
3. Experience in analyzing and trading retirement and investment funds;
4. Experience in the calculation of benefits for members of retirement schemes;
5. Managerial and customer service skills, customer orientation; and

I. Scope of Tender Price and Schedule of Payments

The Contract price is a fixed output-based price.

No	Milestone	Target Completion	Target Payment Date
1	Submission of the draft outline covering Output No. 1 to No. 4	28 August 2020	Within 30 days after receipt of invoice
2	Submission of the final report covering Output No. 1 to No. 4	25 September 2020	Within 30 days after receipt of invoice

**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: _____

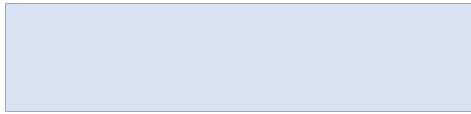
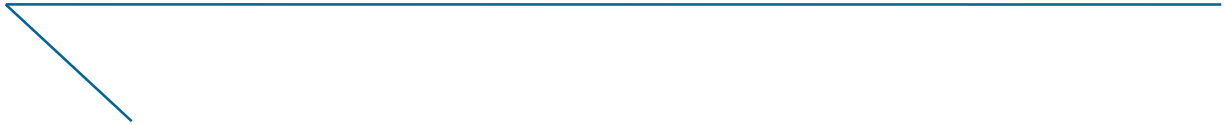
Date: **Select date**

Signature: _____

Duly authorized to sign this Proposal

ANNEX E
BIDDER INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		
Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you an IDLO vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert IDLO vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
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):	[Complete]		
Contact person that IDLO may contact for requests for clarifications during Bid evaluation	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Certificate of Incorporation/ Business Registration ▪ 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 ▪ Trade name registration papers, if applicable ▪ Quality Certificate for goods (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if relevant ▪ 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

ANNEX F1- TECHNICAL PROPOSAL

The format shown below should be used while preparing the Technical Proposal. The format includes specific requirements, which may or may not be required or applicable but are indicated to serve as examples.

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 in the last 10 years intergovernmental organizations; to be substantiated with copies of prior contracts, or contactable references and details of project size/scope
4. 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

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<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>
Professional certifications	<p><i>[Provide details of professional certifications relevant to the scope of services]</i></p> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/Experience	<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 and any other information or professional experience considered pertinent for this assignment.]</i></p> <p>[Insert]</p>

References	<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). This area 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

C. Reporting

1. 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.

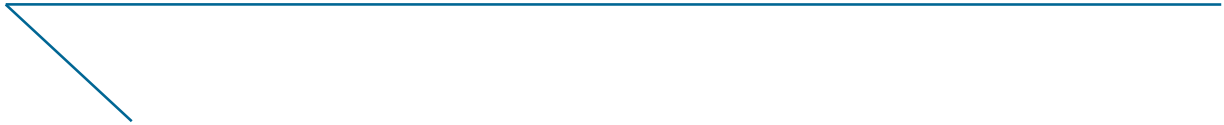
The format shown in the below table should be used while preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Description of Activity/Item	Proposal Amount in EURO
1. Submission of the draft report covering Output No. 1 to No. 4	
2. Submission of the final report covering Output No. 1 to No. 4	
4. Travel Related Expenses, if applicable	
5. Taxes, if applicable	
6.	
7.	
TOTAL COST	



**ANNEX G
IDLO SPECIAL CONDITIONS OF CONTRACT**

Not Applicable for this Tender



ANNEX H

IDLO General Terms and Conditions for the Procurement of Services

Please refer to PDF attachment to the Bid

ANNEX I

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.