#### REQUEST FOR QUOTATION

Date: September 10, 2020

Dear Sir / Madam.

You are kindly requested to submit your quotation for the goods described in Annex B.

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 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.

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	Annex D
IDLO Supplier Code of Conduct	Annex E

For any questions/clarifications related to this RFQ please contact IDLO on <u>tenders@idlo.int</u> and mention RFQ NO. 108-2020-HQ in the subject section of your email.



Thank you and we look forward to receiving your quotation.

Sincerely yours,

Procurement Focal Point - Office Services - HQ



## Annex A Instructions to Bidders

a.	Description of requested goods	See Annex B
b.	Deadline for Quotation	September, 23 2020, 23:59pm GMT
C.	General Terms and Conditions	Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions for the Procurement of 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 goods and upon submission of the invoice by the Supplier.
e.	Conditions for Release of Payment	IDLO Acceptance of services Form based on full compliance with RFQ requirements
f.	Validity of Quotation starting from the Deadline of the Tender	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	☐ Not permitted ☑ Permitted (for Lots 2, 3 and 4)
i.	Place of Delivery	Rome, Viale Vaticano 106
j.	Delivery Terms	Goods will be delivered within 30 days after PO or contract signature by last party.
k.	Customs clearance, if needed, shall be done by:	□ IDLO □ Vendor
l.	Currency of Quotation	[EURO]
m.	Value Added Tax on Price Quotation	☐ Must be inclusive of VAT and other applicable indirect taxes ☐ Must be exclusive of VAT and other applicable indirect taxes (please share details)
n.	Preliminary Documents to be Submitted	<ul> <li>☒ Annex C duly signed and stamped, and in accordance with the list of requirements in Annex B;</li> <li>☐ A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;</li> <li>☐ Confirmation that import or export licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected;</li> </ul>



		☐ Quality Certificates for the Goods (ISO, etc.);
		□ Latest Business Registration Certificate;
		☐ Latest Internal Revenue Certificate / Tax Clearance;
		☐ Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);
		☐ Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier);
		☐ Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer);
		☐ Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".
		□ Others
0.	Special Packing	NA
	Requirement	
p.	After-sales services	☐ Warranty on Parts and Labour for minimum period of Click to
	required, if applicable	type
		☐ Technical Support
		☐ Provision of Service Unit when pulled out for maintenance/
		repair
		☐ Others
q.	Evaluation Criteria	Evaluation will be done according to the following order of
		priorities:
		1. Full submission of Preliminary Documents (as per Annex A,
		point n.)
		Technical responsiveness
		3. Comprehensiveness of after-sales services, as per Annex A,
		point p, if applicable.
		4. Earliest Delivery Date
		5. Lowest price

This tender is executed in both English and Italian languages. In case of discrepancy, the English version shall be treated as authoritative.



# Annex B Technical Specifications

Lot	Description	Specifications	Unit	Quantity
1	Container 5 lt	Hand sanitizing gel Alcohol: = 0> 60%		12
2	Dispenser 500 ml	Hand sanitizing Gel Alcohol: = 0> 60%	1	85
3	Single use surgical masks	Non-sterile three-layer type I mask, compliant with EN 14683 standards	50 pcs per package	200
4	4 Wet wipes Multi-purpose sanitizer Alcohol: = 0 > 60%		100 pcs per package	180



## 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. 128-2020-HQ

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

## <u>Table 1: Offer to Services Compliant with Technical Specifications and Requirements</u>

Lots	Description	Unit rate in euro	Total amount in euro
1			
2			
3			
4			



# Annex D IDLO General Terms and Conditions for the Procurement of Goods or Services



# Annex E 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 suppliers to ensure that the rules and standards of this Code of Conduct are communicated to their 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 the 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; and 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 antipersonnel 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 suppliers 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 suppliers 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. Further, IDLO expects its suppliers to warrant that neither they nor their staff, nor any other recipients of funds from the supply of goods or services to IDLO, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union. Should the supplier, its staff, or other recipients of funds from the supply of goods or services to IDLO be included in any of the above-listed sanctions lists, the supplier is expected to notify IDLO immediately.

## **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 IDLO personnel in order to facilitate the supplier's business with IDLO.
- **24. Monitoring and Evaluation**: IDLO may conduct on-site evaluations and inspections of its suppliers' 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.



## **RICHIESTA di OFFERTA (RFQ)**

Roma, li 10 settembre 2020

Gentili Signori,

Si invita codesta ditta a presentare la propria migliore offerta per i beni di cui allegato B. La vostra offerta dovrà utilizzare lo schema di offerta economica di cui all'allegato C.

La vostra offerta dovrà essere inviata mediante email, avere un contenuto non superiore a 10MB ed essere priva di qualsia forma di virus o contenuto corrotto, pena la non accettazione dell'offerta.

L'offerta sarà valutata in base al prezzo più vantaggioso rispondente ai criteri stabiliti nell'allegato A, punto q.

In caso di discrepanza tra il costo unitario ed il totale (ottenuto moltiplicando il prezzo unitario per il quantitativo), farà fede il costo unitario. Il totale sarà corretto dall'IDLO. Se l'offerente non accetterà il prezzo finale corretto dall'IDLO, l'offerta non sarà accettata.

L'offerente non potrà variare il proprio prezzo per nessun motivo dopo la data di scadenza per la presentazione delle offerte o durante il periodo di validità dell'offerta. Al momento dell'aggiudicazione del contratto, l'IDLO si riserva di aumentare o diminuire la quantità di beni/servizi, fino ad un massimo del 25% del totale dell'offerta, senza modifica del prezzo o degli altri termini e condizioni.

L'IDLO si riserva la facoltà di non accettare nessuna offerta o di non procedere ad una aggiudicazione e non sarà responsabile dei costi relativi alla preparazione e presentazione della vostra offerta, indipendentemente dal risultato della gara o dalla procedura di selezione delle offerte.

L'IDLO invita ogni eventuale fornitore ad evitare e prevenire qualsiasi conflitto di interesse, informando l'IDLO nel caso in cui l'offerente, o suo consulente, o membro del proprio personale fosse stato coinvolto nella preparazione dei requisiti, disegni, specifiche di gara, stime o ogni altra informazione utilizzata per questa richiesta di offerta.

Con la presentazione della propria offerta, l'offerente si impegna ad accettare i termini e le condizioni generali per la fornitura di beni dell'IDLO, e condizioni di pagamento entro 30 giorni dalla consegna dei beni/servizi, dietro presentazione fattura.

Questa richiesta di offerta include i seguenti documenti:

Istruzioni per gli offerenti	Allegato A
Specifiche tecniche/Capitolato	Allegato B
Schema di offerta economica	Allegato C
Condizioni generali dell'IDLO per la fornitura di beni (disponibile nella sola	Allegato D
lingua inglese)	J
IDLO Supplier Code of Conduct (disponibile nella sola lingua inglese)	Allegato E

Gli offerenti potranno ottenere chiarimenti sulla presente gara facendone richiesta scritta all'IDLO al seguente indirizzo email: <a href="mailto:tenders@idlo.int">tenders@idlo.int</a>, indicando il seguente riferimento: "Richiesta chiarimenti" RFQ 108\_2020\_HQ nel soggetto dell'email.

Nell'attesa di ricevere la vs offerta, si inviano distinti saluti.

Procurement Focal Point – Office Services - HQ

## Allegato A

## Istruzioni per gli offerenti

	Descrizione dei beni	Vadasi allagata B
a.	richiesti	Vedasi allegato B
b.	Scadenza per la presentazione delle offerte	23 Settembre 2020, 23:59pm GMT
C.	Termini e condizioni per la fornitura di beni (questo documento è disponibile nella sola lingua inglese)	Con la presentazione della propria offerta, l'offerente si impegna ad accettare incondizionatamente i termini e le condizioni generali per la fornitura di beni dell'IDLO e a conformarsi al codice di condotta dei fornitori dell'IDLO
d.	Termini di pagamento	I beni saranno pagati entro 30 giorni dalla data di emissione fattura e dietro completamento soddisfacente della fornitura DI beni.
e.	Condizioni per il pagamento	Accettazione dei beni da parte dell'IDLO, in base alla completa rispondenza ai termini della richiesta di offerta
f.	Validità delle offerte a partire dalla data di scadenza per la presentazione delle offerte	60 giorni. In casi eccezionali, l'IDLO potrà richiedere agli offerenti di estendere la validità della propria offerta oltre la data stabilita in questa richiesta di offerta. Gli offerenti dovranno confermare per iscritto l'estensione della validità senza variazione di prezzo o condizioni.
g.	Presentazione delle offerte	Le offerte dovranno essere inviate al seguente indirizzo email: tenders@idlo.int
h.	Offerte Parziali	☐ Non ammesse  ☑ Ammesse (per i lotti 2, 3 e 4)
i.	Luogo di consegna	Roma, Viale Vaticano 106
j.	Termini di consegna	I beni dovranno essere consegnati entro 30 giorni dalla data di firma del contratto ivi relativo dall'ultima delle parti.
k.	Lo sdoganamento, se richiesto, sarà effettuato a cura di	□ IDLO □ Fornitore
l.	Valuta	EURO
m.	IVA e altre tasse/oneri	□ incluse (si prega di fornire dettagli)
		⊠ non incluse (si prega di fornire dettagli
		☑ Allegato C debitamente firmato e timbrato, e corrispondente alle specifiche tecniche di cui all'allegato B

<ul> <li>□ una dichiarazione relativa all'eventuale richiesta di licenze di importazione o esportazione per i beni da acquistare, comprese eventuali restrizioni sul paese di origine, la natura di uso / duplice uso di beni o servizi, compresa l'attribuzione agli utenti finali;</li> <li>□ la conferma che in passato sono state ottenute licenze di importazione o esportazione di questa natura e che si prevede di ottenere tutte le licenze necessarie in caso di selezione dell'offerta;</li> <li>□ Certificati di qualità dei beni proposti (ISO, ecc.);</li> <li>☑ Visura camerale;</li> <li>□ Ultimo certificato fiscale dell'impresa/di sdoganamento;</li> <li>□ Autorizzazione del produttore della società come agente di vendita (se il fornitore non è il produttore);</li> <li>□ certificati di registrazione brevetti (se una delle tecnologie presentate nell'offerta è brevettata dal fornitore);</li> <li>□ Certificato di distribuzione esclusiva nel paese (se applicabile, e se il fornitore non è il produttore);</li> <li>□ Documentazione completa, informazioni e dichiarazione di tutte le merci classificate o che possono essere classificate come "Merci pericolose</li> <li>□ Altro</li> </ul>
⊠ N/A □ SI
<ul> <li>□ garanzia su parti e/o riparazione per un minimo di Click to type</li> <li>□ supporto tecnico</li> <li>□ unità sostitutiva in caso di manutenzione/riparazione</li> <li>□ altro</li> </ul>
<ol> <li>Le offerte saranno valutate in base ai seguenti criteri, elencati in ordine di importanza:</li> <li>Presentazione della documentazione preliminare di cui all'allegato A, punto n.</li> <li>Conformità alle specifiche tecniche</li> <li>Servizi post-vendita, di cui all'allegato A, punto p, se richiesti.</li> <li>Data di consegna più vicina nel tempo</li> <li>Prezzo più vantaggioso</li> </ol>

Questo documento è redatto in lingua inglese e italiana. In caso di discrepanze, farà fede la versione in lingua inglese.

## Allegato B

## Specifiche Tecniche

## Specifiche dei beni

Lotto	Descrizione	Specifiche	Unità di misura	Quantità
1	Tanica 5 lt	Gel igienizzante per le mani Alcool: = 0> 60%	1	12
2	Dispenser 500 ml Gel igienizzante per le Mani Alcool: = 0> 60%		1	85
3	Mascherine chirurgiche monouso	Maschera non sterile a tre strati di tipo I, conforme alla norma EN 14683	Confezione 50 pz	200
4	Salviettine umidificate	Igienizzante multiuso per superfici Alcool: = 0> 60%	Confezione 100 pz	180

# Allegato C OFFERTA ECONOMICA/CAPITOLATO (da riportare sulla propria carta intestata seguendo lo schema di cui appresso)

La sottoscritta xxxxx accetta integralmente le Condizioni generali di contratto dell'IDLO e la Politica di pagamento entro 30 giorni dalla consegna dei beni/servizi dietro presentazione fattura. Con la presente ci impegniamo a fornire i beni/servizi elencati di seguito in conformità con le specifiche e i requisiti di IDLO come da RFQ NO. [N\_XXX]

Nome offerente	
Indirizzo	
Data	
Firma	
Timbro	
Contatto	
Numero di telefono	
Indirizzo Email	

## Tabella 1: Offerta econmica come da specifiche tecniche

Lotto	Articolo	Descrizione	Unità di misura	Quantità	Costo per unità [indicare valuta]	Totale in [ <mark>indicare</mark> valuta
1						
2						
3						

4						
Sub-totale						
Tasse e altri oneri (si prega specificare)						
Total incluse tasse						

## Allegato D

## Termini e condizioni per la fornitura di beni

(questo documento è disponibile nella sola lingua inglese)

## Allegato E

## **IDLO Supplier Code of Conduct**

(questo documento è disponibile nella sola lingua inglese)

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 suppliers to ensure that the rules and standards of this Code of Conduct are communicated to their 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 the 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; and 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 suppliers 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 suppliers 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. Further, IDLO expects its suppliers to warrant that neither they nor their staff, nor any other recipients of funds from the supply of goods or services to IDLO, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union. Should the supplier, its staff, or other recipients of funds from the supply of goods or services to IDLO be included in any of the above-listed sanctions lists, the supplier is expected to notify IDLO immediately.

#### **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 IDLO personnel in order to facilitate the supplier's business with IDLO.

**24.** Monitoring and Evaluation: IDLO may conduct on-site evaluations and inspections of its suppliers' 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.