

INTERNATIONAL DEVELOPMENT LAW ORGANIZATION INVITATION TO BID

Reference: N_100-2023/SOM/ITB	Date: October 12, 2023
--------------------------------------	-------------------------------

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **DESIGN AND PRINTING SERVICES under Framework Agreement**. The full requirement is described in Annex C.

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

Bids 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.

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

IDLO is not bound to accept any Bid, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Bid, 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 Invitation to Bid (ITB).

By submitting a Bid in response to this information, Bidders are confirming acceptance of IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct in full and; Payment Policy where payment is made within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB consists of the following Annexes. Please be guided by these in preparing your Bid:

a.	Instructions to Bidders	Annex A
b.	Preliminary Screening Criteria	Annex B
c.	Terms of Reference (TOR)	Annex C
d.	Bid Submission Form	Annex D
e.	Bidder Information Form	Annex E
f.	Price Schedule	Annex F
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct	Annex H

For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on tenders@idlo.int and mention **Clarification N_100-2023/SOM/ITB** in the subject section of your email.

Deadline for Submission of Proposals:
On or before **Date: October 30, 2023**
Time: 15:00 hours Rome, Italy local time.

Thank you and we look forward to receiving your Bid.

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

**ANNEX A
INSTRUCTIONS TO BIDDERS**

1. General Considerations	<p>In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in the rejection of the Bid.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.</p>
2. Cost of the Bid	<p>The Bidder shall bear all costs associated with the preparation and submission of the Bid.</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 Bid	Bids shall be nominated exclusively in US dollars
4. Language of the Bid	The Bid and all correspondences and documents relating to the Bid exchanged by the Bidder and IDLO shall be written in the English language.
5. Deadline for Submissions of Bid	<p>The Bid shall be addressed to IDLO on or before Date: October 30, 2023 Time: 15:00 hours 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>
6. Delivery Term and Place	Goods/Services will be delivered as will be guided at the point of issuing a work order under framework agreement from IDLO to the appropriate location.
7. Customs clearance, if needed, shall be done by:	<input type="checkbox"/> IDLO <input checked="" type="checkbox"/> Supplier <input type="checkbox"/> N/A
8. Special Packing Requirement or Temperature Control	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes, [<i>specify</i>] ___
9. Documents comprising the Bid	<p>The Bid shall comprise the following components:</p> <ol style="list-style-type: none"> 1. Bid Submission Form (see Annex D); 2. Bidder Information Form (see Annex E) 3. Price Schedule (Annex F)
10. Contents of solicitation documents	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 Bid.

<p>11. Clarification of solicitation documents</p>	<p>A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on tenders@idlo.int no later than 72 hours prior to the deadline for submission of Bids.</p> <p>Please mention Clarification N_100-2023/SOM/ITB in the subject section of your email.</p> <p>Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.</p> <p>Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.</p>
<p>12. Amendments of solicitation documents</p>	<p>At any time prior to the deadline for submission of Bids 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 Bids.</p>
<p>13. Format, signing, sealing, marking and submission of Bids</p>	<p>The Bid 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 Bid.</p> <p>The Bid must be submitted using the format specifically detailed in Annex D, E and F.</p> <p>A Bid 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 Bid.</p> <p>Before the stipulated deadline, the Bidder shall send one email to the following e-mail address: tenders@idlo.int with the Subject: "Submission for N_100-2023/SOM/ITB"</p>
<p>14. 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 Bid, they shall confirm in their Bid 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</p>

	<p>Agreement among the legal entities, and submitted with the Bid; 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 Bid, 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 bid.</p> <p>The description of the organization of the IV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid 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> <ol 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 Bid 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>
15. Only One Bid	<p>The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>Bids 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 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 ITB; 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 Bid of, another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid 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 Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Late Bids	Any Bid received by IDLO after the deadline for submission of Bids, pursuant to clause <i>Deadline for the submission of Bid</i> , will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Bid was sent by email but was not properly received due to issues in IDLO mailing system.
17. Validity Period of Bids	All Bids will be valid for 90 days from the deadline for submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Bid. The Bidders may choose not to extend the validity period of the Bid upon request of IDLO.
18. Modification and withdrawal of Bids	<p>The Bidder may modify/withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Bids.</p> <p>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 Bids</i>.</p> <p>No Bid may be modified nor withdrawn after the deadline for submission of Bids.</p> <p>No Bid may be modified/withdrawn in the Interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid Submission Form.</p>
19. Amendment of the Bid	At any time prior to the deadline of Bid submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.

	If the amendment is substantial, IDLO may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Bidders' conference	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes 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 ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.
21. Right to accept, reject, or render non-responsive any or all Bids	IDLO reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to annul the solicitation process and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.
22. Clarification of Bids	To assist in the examination, evaluation and comparison of Bids, IDLO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.
23. 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 and IDLO Supplier Code of Conduct; 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.
24. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.

25. Preliminary Screening	IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.
26. 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 Bid will be rejected.
27. 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 ITB 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.
28. Responsiveness of Bid	<p>IDLO will determine the substantial responsiveness of each Bid to the ITB. For purposes of this Clause, a substantially responsive Bid 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 Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.</p>
29. Evaluation of Bid	All eligible Bids are assessed whether they are compliant, i.e., meet or exceed the specifications of the ITB
30. Right to Vary Requirements at the time of the Award	<input checked="" type="checkbox"/> N/A for Framework Agreement <input type="checkbox"/> Yes - At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of [goods and/or services], by up to a maximum twenty-five per cent (25%) of the

	total offer, without any change in the unit price or other terms and conditions.
31. Contract Award	Contract Award shall be granted according to: <ul style="list-style-type: none"> a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B); b) Full submission of Bid Submission Form (Annex D) signed and stamped; c) Full submission of Bidder Information Form (Annex E); d) Full submission of Price Schedule (Annex F) signed and stamped; e) Lowest priced, most technically acceptable/compliant offer;
32. Contract Signature	Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.
33. Debriefing	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future bids for IDLO procurement opportunities. The content of other bids and how they compare to the Bidder's submission will not be discussed.
34. Payment Terms	IDLO will make payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.
35. General Terms and Conditions and Supplier Code of Conduct	Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H. The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.
36. Liquidated Damages	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes - For late delivery of <u>Goods</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 23 of the General Terms and Conditions. Liquidated damages for inferior quality or non-conformance of specifications of Goods will be assessed on a case-by-case basis in accordance with the severity of the problem as determined solely by IDLO. The application of this liquidated damages provision shall not relieve the Contractor of its obligations or liabilities pursuant to this Contract.

	<p><input checked="" type="checkbox"/> Yes - For late delivery of <u>Services</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions.</p> <p>If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services.</p>
37. Partial Bid	<p><input checked="" type="checkbox"/> Not permitted (All or Nothing)</p> <p><input type="checkbox"/> Permitted</p>

**ANNEX B
PRELIMINARY SCREENING CRITERIA**

A. MINIMUM ELIGIBILITY CRITERIA

Subject	Criteria	Document Submission Requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Valid Certificate of Incorporation/Registration And Copy of ID/Passport of Company Signatory/ies
Tax Revenue	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate
Company profile	Description of all related services offered. Submit physical address and contact details of office location and be willing to allow IDLO conduct a site inspection of the printing press if required.	Full company profile indicating detailed scope, physical address, and contact details

B. QUALIFICATION CRITERIA

QUALIFICATION		
Previous Experience	Minimum 3 contracts of similar nature implemented over the last 3 years with UN Agencies, INGOs, Embassies or Government State Agencies indicating contactable domain email references for verification. (For JV/Consortium/Association, all Parties cumulatively should meet requirements).	Copies of three contracts/ LPOs / framework agreement or reference letters with contactable domain email addresses for verification
Financial Standing	Minimum average annual turnover of USD 10,000 for the last 2 years.	Bank statements or Financial Audit reports for the past 2 years (2022, 2023)
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.	
Production capacity	Possess in-house printing and binding equipment	Shall be determined by the site Inspection assessment report.

ANNEX C
TERMS OF REFERENCE
DESIGN AND PRINTING 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 the 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. Condition of Contract and Expected Output

IDLO is looking to establish several Framework Agreement(s) with able and qualified Suppliers. A Framework Agreement is a type of agreement with its terms and conditions under which procurement of goods or services can be affected over a specified period, but which places no obligation on IDLO to order any minimum or maximum quantity.

Each Framework Agreement will have its specified list of services, indicating the upper ceiling price agreed at the ITB stage. The upper ceiling price list (as well as discounted rates, if applicable) are provisional and are intended solely for the purposes of evaluation and comparison of Bids and to determine the upper ceiling limit in the Framework Agreement. The Service Providers cannot go beyond the upper ceiling price.

After entering into a Framework Agreement, IDLO shall place order on a "need basis".

IDLO shall initiate a Secondary Tender to request confirmation from the Supplier on its goods and service availability and prices by email. The Supplier shall confirm by return email within 48 hours (including any applicable discounts).

IDLO shall make award decision based on “lowest priced, most technically acceptable/compliant offer”.

The confirmed award shall be in the form of a duly authorized Work Order. The Work Order is IDLO's commitment against Framework Agreements. The Work Order will provide information on the exact items, its quantities and unit prices (lifted from the Framework Agreement) in addition to other logistic details.

The duration for Framework Agreement(s) is 12 months with an option to extend at the same price, terms and conditions for a second 12-month period subject to satisfactory performance and agreement by both parties.

C. General information

This ITB is for **Design and Printing Services** in Hargeisa and Mogadishu. The award will result to multiple framework agreements and subsequently consider printing services at two levels:

- (i) Large-scale (bulk printing)
- (ii) Medium scale printing

The decision to categorize a service provider as large-scale or medium-scale printer shall be guided by site assessment to a certain presence of in-house printing and binding equipment to manage capacity of work. Documented proof of previous relevant work experience will also contribute to place the service provider as medium or large-scale printer.

1. Objective

In order to achieve cost efficiency from economies of scale whilst ensuring outstanding quality of service, IDLO seeks to enter into a **Framework Agreement** with design and printing companies to serve all its printing needs within Hargeisa and Mogadishu

2. General Requirements

- The Contractor shall provide design and printing services as described in this document when and as requested by IDLO.
- The Contractor shall always follow the instruction given by IDLO notwithstanding its obligation to advise IDLO on better options available.
- The Contractor shall not disclose or share IDLO data, documents, and publications with unauthorized parties.

3. Payments

- Payments to the Contractor will be processed via bank transfer as applicable within thirty (30) days from the date of receipt of the correct invoice.

4. Personnel

- The Contractor shall be fully responsible for all services performed by its employee and shall for this purpose employ qualified, competent, and well-trained personnel to perform the services under the framework agreement.
- The Contractor shall take all reasonable measures to ensure that the personnel conform to the highest standards of professional, moral, and ethical conduct.

5. Price Schedule

The design and printing company is requested to quote for **all lots** in the price schedule.

- **The price shall be presented on annex F and inclusive of VAT**
- **The bidder will ensure all lots are quoted for.**
- **Service provider must conduct market research, make proper projections, and forecast inflation to ensure the amount quoted will remain unchanged for a duration of 24 months.**

NB: Bid must respond to all lots. Incomplete lots will render the entire bid as invalid and hence disqualified.

7. Flexibility

The contracted design and printing company shall be expected to provide each item upon request draft designs for review no later than 2 days prior to the submission deadline and sample print out for approval shall also provided at no extra cot The design phase of IDLO material shall involve multiple reviews and adjustments therefore flexibility and patience will be required.

8. Key Performance Indicators and Service Levels Agreements

The contracted design and printing company shall perform its services and deliver its products in accordance with IDLO prescribed minimum performance standards, which shall also serve as the basis of the annual performance review.

Category	Description	Focus	Standard/Service Level
1. Design work	Precision	Ability to easily comprehend proposed designs, graphics and Illustrations and present them as required.	Minimal corrections as a result of service providers not comprehending IDLO requirements.
2. Printing work	Fit for purpose	Ability to meet IDLO technical specifications of print work but not limited to paper grammage, binding, font, graphics, and color	Compliance with requesters technical specification
3. Complaints	Feedback on service	Ability to immediately handle and address any complaints that may arise from the quality of design or print	Immediately
4. Turnaround time	Responsiveness	Ability to provide IDLO with requested Information, design or print in a timely manner guided by specific case scenarios	Zero complaints relating to non-responsiveness of service provider

The **Design and Printing Services** shall be in line with the below specifications. Bidders are advised to submit a bid for all categories. Partial bids shall not be accepted.

9. Summary of Services Required:

Lots	Description of service
Lot 1	Design and Layout - full color
Lot 2	Printing of publications: For example, but not limited to Annual reports, strategic plans, Policy documents, End of project reports etc - full color
	(a) Digital printing (below 500 copies)
	(b) Conventional printing (above 500 copies)
Lot 3	Printing (others): Fliers, Brochures, Pamphlets, Certificates, Posters, Folders, Business cards, letterheads, banners and more - full colour

Detailed specifications:

Lots	Category of service	Description
Lot 1	Design and Layout	<u>Design Publications: A4, B5 - full colour</u> Align and format text, borders, tables of content, page numbering, convert text to illustrations where required to break monotony on document by including pictorials, graphs, pie charts, logos, theme colours, backgrounds and watermarks, and adjust document spacing and font as guided. This will involve back-and-forth review and adjustments at no extra cost until a satisfactory draft, design or physical sample is approved for printing.
		1-50 pages
		Above 50 to 100 pages
		101 to 200 pages
		201 to 300 pages
		301 to 400 pages

Lots	Category of service	Description
Lot 2	Printing of publications:	<ul style="list-style-type: none"> • Align and format text, borders, tables of content, page numbering, convert text to illustrations where required to break monotony on document by including pictorials, graphs, pie charts, logos, theme colours, backgrounds and watermarks, and adjust document spacing and font as guided. This will involve back-and-forth review and adjustments at no extra cost until a satisfactory draft, design or physical sample is approved for printing. • Not limited to annual reports, strategic plans, policy documents, end-of-project reports and more – all full-color <p>NB:</p> <ul style="list-style-type: none"> • Matt art paper to be used if the document includes a lot of pictorials and color. • Glossy art paper to be quoted if majority of the document is text
	a) Digital printing	Extent: 8-32 pages Cover: Artboard 250 gsm, matt or glossy laminated Inside pages: Matt/ glossy art paper 150 gsm Binding: Saddle stitch Size: A4/ B5
	(b) Conventional printing	Extent: 8-32 pages Cover: Artboard 250 gsm, Inside pages: Matt/ glossy art paper 150 gsm Binding: Saddle stitch Size: A4/B5
	a) Digital printing	Extent: above 32 to 100 pages Cover: Artboard 250 gsm, Inside pages: Matt/ glossy art paper 150 gsm Binding: perfect binding Size: A4/B5
	(b) Conventional printing	Extent: above 32 to 100 pages Cover: Artboard 250 gsm, Inside pages: Matt/ glossy art paper 150 gsm Binding: perfect binding Size: A4/B5
	a) Digital printing	Extent: Above 100 to 200 pages Cover: Artboard 150 gsm, Inside pages: Matt/ glossy art paper 115 gsm Binding: perfect binding with stitches Size: A4/ B5

Lots	Category of service	Description
	(b) Conventional printing	Extent: Above 100 to 200 pages Cover: Artboard 150 gsm, Inside pages: Matt/ glossy art paper 115 gsm Binding: perfect binding with stitches Size: A4/ B5
	a) Digital printing	Extent: Above 200 to 300 pages Cover: Artboard 150 gsm, Inside pages: Matt/ glossy art paper 115 gsm Binding: perfect binding with stitches Size: A4/ B5
	(b) Conventional printing	Extent: Above 200 to 300 pages Cover: Artboard 150 gsm, Inside pages: Matt/ glossy art paper 115 gsm Binding: perfect binding with stitches Size: A4/ B5
	a) Digital printing	Extent: Above 300 to 400 pages Cover: Artboard 150 gsm, Inside pages: Matt/ glossy art paper 115 gsm Binding: perfect binding with stitches Size: A4/ B5
	(b) Conventional printing	Extent: Above 300 to 400 pages Cover: Artboard 150 gsm, Inside pages: Matt/ glossy art paper 115 gsm Binding: perfect binding with stitches Size: A4/ B5
Lot 3	Printing (others):	<p><u>• _____ Align and format text, borders, tables of content, page numbering, convert text to illustrations where required to break monotony on document by including pictorials, graphs, pie charts, logos, theme colours, backgrounds and watermarks, and adjust document spacing and font as guided. This will involve back-and-forth review and adjustments at no extra cost until a satisfactory draft, design or physical sample is approved for printing.</u></p> <p><u>Not limited to:</u></p> <p><u>Awareness items – art paper 150gsm full color</u></p> <p>A5 fliers with text, images, and logos- Double sided- full color</p> <p>A5 fliers with text, images, and logos- Single-sided - full color</p>

Lots	Category of service	Description
		A3 posters single sided with text, images, and logos- full color
		A4 pamphlets with text, images, and logos- full color
		A4 brochures with text, images, and logos- full color
		<u>Recognition items – embossed 300 gsm full color</u>
		A4 certificates to include seal, logos, signatures, gold ink borders if required, with names printed on them
		<u>Visibility items: all full color</u>
		PVC Street banner single-sided 8.5m x 1.5 m – with eyelets and rope
		PVC Street banner double sided 8.5m x 1.5 m – with eyelets and rope
		PVC Roll up banner with broad metallic base one-sided 850mm x 2000mm
		PVC Media banner- 3meter by 2.25m with logos and verocrol stand
		PVC Media banner- 2.5 by 2.5m with logos and verocrol stand
		Coffee Mug with logo and text- UV printing
		Round neck t-shirt with logo and text- screen printing
		Polo t-shirt with logo and text
		Scarf with logo and text- screen printing
		Note Book A5 with logo and hardcover
		Caps with logo and text- screen printing
		ID cards with logo and text-printing-Double sided
		Business Cards with logo and text- screen printing
		Billboards Double-sided- The billboard frame should range between 3M (W) X 6M (H)
		<u>Design and printing of Stationery: full colour</u>
		A4 Pocket folders with logo and color themes - conservation paper 300gsm
		Business cards 85mm x 55mm with logo and text – ivory board 300 gsm
		Peel and seal branded envelopes C4 with logo and text
		Peel and seal branded envelopes C5 with logo and text
		IDLO letterhead in A4 full-color 100gsm

Lots	Category of service	Description
		Executive pen with logo and text
		Ballpoint pen with logo and text
		Stamp Rectangular 64 x 40 mm with date printing
		File Folder with logo and text- screen printing
		Pin type pen with logo and text

1. Printing material shall not be limited to the above listed.
2. Please note that prices/amounts shall be quoted in US DOLLARS, per item/ service in each lot as the case may be and MUST be inclusive of all applicable taxes.
3. **Partial bids will not be accepted**

**ANNEX D
BID 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 DESIGN AND PRINTING SERVICES as may be ascertained in accordance with the Price Schedule (Annex F) attached herewith and made part of this Bid.

We undertake, if our Bid 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 Bid for a period of 90 days from the date fixed for opening of Bids in the Invitation to Bid, 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 Bid you may receive.

Company/Organization: _____

Name: _____

Title: _____

Date: **Select date**

Signature: _____

Duly authorized to sign this Bid

**ANNEX E
BIDDER INFORMATION FORM**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB No.92_2023_SOM		
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: [As per Annex B - Preliminary Screening Criteria]	Valid Certificate of Registration and copy of company signatory/ies ID or Passport		
	Valid tax compliance/Certificate		
	Full company profile indicating detailed scope, physical address and contact details		
	Copies of three contracts/ LPOs / framework agreements or reference letters as proof of work experience of a similar nature with contactable domain email addresses for verification		
	Bank statements or audited reports for the past 2 years (2022 and 2023)		



**ANNEX F
PRICE SCHEDULE**

Table 1: Offer to Supply Services Compliant with Technical Specifications and Requirements on Annex C

				Unit price in USD inclusive of taxes	
Lots	Category of service	Description	Unit of measure	Lower limit	Upper limit
Lot 1	Design and printing	<u>Design Publications: A4, B5- full colour</u>			
		1-50 pages	EA		
		51 to 100 pages	EA		
		101 to 200 pages	EA		
		201 to 300 pages	EA		
		301 to 400 pages	EA		
Lot 2	Printing of publications:	Not limited to annual reports, strategic plans, policy documents, end-of-project reports and more – full-colour NB: <ul style="list-style-type: none"> • Matt art paper to be used if the document includes a lot of pictorials and colour • Glossy art paper to be quoted if the majority of the document is text 			

				Unit price in USD inclusive of taxes	
Lots	Category of service	Description	Unit of measure	Lower limit	Upper limit
	a) Digital printing	Extent: 8-32 pages Cover: Artboard 250 gsm, matt or glossy laminated Inside pages: Matt/ glossy art paper 150 gsm Binding: Saddle stitch Size: A4/ B5 Quantity: Below 500 copies	EA		
	(b) Conventional printing	Extent: 8-32 pages Cover: Artboard 250 gsm, Inside pages: Matt/ glossy art paper 150 gsm Binding: Saddle stitch Size: A4/B5 Quantity: Above 500 copies	EA		
	a) Digital printing	Extent: above 32 to 100 pages Cover: Artboard 250 gsm, Inside pages: Matt/ glossy art paper 150 gsm Binding: perfect binding Size: A4/B5 Quantity: Below 500 copies	EA		
	(b) Conventional printing	Extent: above 32 to 100 pages Cover: Artboard 250 gsm, Inside pages: Matt/ glossy art paper 150 gsm Binding: perfect binding Size: A4/B5 Quantity: Above 500 copies	EA		

				Unit price in USD inclusive of taxes	
Lots	Category of service	Description	Unit of measure	Lower limit	Upper limit
	a) Digital printing	Extent: Above 100 to 200 pages Cover: Artboard 150 gsm, Inside pages: Matt/ glossy art paper 115 gsm Binding: perfect binding with stitches Size: A4/ B5 Quantity: Below 500 copies	EA		
	(b) Conventional printing	Extent: Above 100 to 200 pages Cover: Artboard 150 gsm, Inside pages: Matt/ glossy art paper 115 gsm Binding: perfect binding with stitches Size: A4/ B5 Quantity: Above 500 copies	EA		
	a) Digital printing	Extent: Above 200 to 300 pages Cover: Artboard 150 gsm, Inside pages: Matt/ glossy art paper 115 gsm Binding: perfect binding with stitches Size: A4/ B5 Quantity: Below 500 copies	EA		
	(b) Conventional printing	Extent: Above 200 to 300 pages Cover: Artboard 150 gsm, Inside pages: Matt/ glossy art paper 115 gsm Binding: perfect binding with stitches Size: A4/ B5 Quantity: Above 500 copies	EA		

				Unit price in USD inclusive of taxes	
Lots	Category of service	Description	Unit of measure	Lower limit	Upper limit
	a) Digital printing	Extent: Above 300 to 400 pages Cover: Artboard 150 gsm, Inside pages: Matt/ glossy art paper 115 gsm Binding: perfect binding with stitches Size: A4/ B5 Quantity: Below 500 copies	EA		
	(b) Conventional printing	Extent: Above 300 to 400 pages Cover: Artboard 150 gsm, Inside pages: Matt/ glossy art paper 115 gsm Binding: perfect binding with stitches Size: A4/ B5 Quantity: Above 500 copies	EA		

				Unit price in USD inclusive of taxes	
Lots	Category of services	Description	Unit of Measure	Lower limit	Upper limit
Lot 3	Printing others	Design and printing of (others): Fliers, Brochures, Pamphlets, Certificates, Posters, Folders, Business cards, letterheads, banners and more - full-colour			
		A5 fliers with text, images and logos- Double sided	EA		
		A5 fliers with text, images and logos- Single sided	EA		

			Unit price in USD inclusive of taxes	
	A3 posters single-sided with text, images and logos	EA		
	A4 pamphlets with text, images and logos double-sided	EA		
	A4 brochures with text, images and logos double-sided	EA		
<u>Design and printing of Recognition items: embossed 300 gsm full-colour</u>				
	Design A4 certificates to include seal, logos, signatures, and gold ink borders, if required, with names printed on them	EA		
<u>Design and printing of Visibility items: full-colour</u>				
	PVC Street banner single-sided to include provision for eyelets	EA		
	PVC Street banner double-sided to include provision for eyelets	EA		
	PVC Roll up banner	EA		
	PVC Media banner- 3 meters by 2.25m	EA		
	PVC Media banner- 2.5 by 2.5m	EA		
	Coffee Mug with logo and text	EA		
	Round neck t- shirt with logo and text	EA		
	Polo t-shirt with logo and text	EA		

			Unit price in USD inclusive of taxes	
	Scarf with logo and text- screen printing	EA		
	Note Book A5 with logo and hardcover	EA		
	Caps with logo and text- screen printing	EA		
	ID cards with logo and text-printing-Double sided	EA		
	Business Cards with logo and text- screen printing	EA		
	Billboards Double sided- The billboard frame should range between 3M (W) X 6M (H)	EA		
<u>Design and printing of Stationery: full colour</u>				
	A4 Pocket folders with logo and color themes - conservation paper 300gsm	EA		
	Business cards 85mm x 55mm with logo and text – ivory board 300 gsm	EA		
	Peel and seal branded envelopes C4 with logo and text	EA		
	Peel and seal branded envelopes C5 with logo and text	EA		
	IDLO letterhead in A4 full-color 100gsm	EA		
	Executive pen with logo and text	EA		
	Ballpoint pen with logo and text	EA		

				Unit price in USD inclusive of taxes	
		Stamp Rectangular 64 x 40 mm with date printing	EA		
		File Folder with logo and text- screen printing	EA		
		Pin type pen with logo and text	EA		

Name, position and signature of the Bidder	Bidder's Stamp
<hr/> <i>Duly authorised to sign this Bid</i>	
Date:	

ANNEX G
IDLO SPECIAL CONDITIONS OF CONTRACT

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

Place of delivery	Hargeisa and Mogadishu
Delivery date	The Framework Agreement will be signed for a period of up to 12 months. IDLO is not obliged to use the services provided by the Contractor. IDLO will review the quality of services and deliverables after 12 months of provision of services. Subject to satisfactory performance and agreement by both parties the Framework Agreement may be extended for 12 months. The overall duration of the contract will not exceed 24 months. The prices will remain unchanged during the period of contract implementation.
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 H
IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR SERVICES
AND
IDLO SUPPLIER CODE OF CONDUCT

Any proposal submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website:

[https://www.idlo.int/sites/default/files/documents/general terms and conditions for goods august 2020.pdf](https://www.idlo.int/sites/default/files/documents/general%20terms%20and%20conditions%20for%20goods%20august%202020.pdf)

[https://www.idlo.int/sites/default/files/documents/general terms and conditions for services feb 2022.pdf](https://www.idlo.int/sites/default/files/documents/general%20terms%20and%20conditions%20for%20services%20feb%202022.pdf)

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