

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION
INVITATION TO BID**

Reference: **ITB N_UA_2022_035**

Date: **November 2, 2022**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **Development of an E-Learning Course and its Technical Maintenance on the Moodle Cloud Platform**. 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 ITB N_UA_2022_035** in the subject section of your email.

Deadline for Submission of Proposals:
On or before **Date: November 17, 2022**
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
Ukraine County 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 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	<p>Bids shall be nominated in EUR.</p> <p><i>Note: Suppliers must comply with any applicable laws regarding doing business in other currencies</i></p>
4. Language of the Bid	<p>The bid is executed in both English and Ukrainian. In case of a discrepancy, the English version shall be treated as authoritative.</p> <p>While the Bidder may choose to respond to the Bid in Ukrainian, IDLO's correspondence, documents and Contract relating to the Bid shall be written in the English language.</p>
5. Deadline for Submissions of Bid	<p>The Bid shall be addressed to IDLO on or before Date: November 17, 2022 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	<p>Services will be delivered within 60 days after receipt of PO or contract from IDLO to Kyiv, 01054, OHonchara Street, 5th floor.</p>
7. Customs clearance , if needed, shall be done by:	<p><input type="checkbox"/> IDLO <input type="checkbox"/> Supplier <input checked="" type="checkbox"/> N/A</p>
8. Special Packing Requirement or Temperature Control	<p><input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes</p>

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	<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 Bid.</p>
11. Clarification of solicitation documents	<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 ITB N-UA-2022-035 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>
12. Amendments of solicitation documents	<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>
13. Format, signing sealing, marking and submission of Bids	<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</p>

	<p>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 ITB N_UA_2022_035”</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 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</p>

	<p>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> <ol 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	<p>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.</p>
17. Validity Period of Bids	<p>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.</p>

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 Deadline for Submission of Bids.</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	<p>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.</p> <p>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.</p>
20. Bidders' conference	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes
21. Right to accept, reject, or render non-responsive any or all Bids	<p>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.</p>
22. Clarification of Bids	<p>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.</p>
23. Evaluation of Eligibility and Qualification	<p>In general terms, Bidders that meet the following criteria may be considered qualified:</p> <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

	<p>Conditions of Contract and IDLO Supplier Code of Conduct;</p> <p>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</p> <p>f) They have a record of timely and satisfactory performance with their clients.</p>
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 type="checkbox"/> N/A for Framework Agreement <input checked="" type="checkbox"/> Yes - At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of 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>Services</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions. If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without

	prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services.
37. Partial Bid	<input checked="" type="checkbox"/> Not permitted (All or Nothing) <input type="checkbox"/> Permitted

**ANNEX B
PRELIMINARY SCREENING CRITERIA**

A. MINIMUM ELIGIBILITY CRITERIA

Subject	Criteria	Document Submission Requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Certificate of Incorporation/Registration
Tax Revenue	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 22.	Self-Attestation Letter
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Self-Attestation Letter
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Self-Attestation Letter
Certificates and Licenses	<ul style="list-style-type: none"> • Portfolio/Website/Brochures • Curriculum Vitae of team members assigned 	<ul style="list-style-type: none"> • Link to the Portfolio/Website/Brochure attesting compliance with Technical Specifications as mentioned under Annex C; • CVs for human resources planned to be assigned to this Contract providing information on relevant educational and professional background, expertise and experience related to the development and support of e-learning training courses on Moodle Cloud platform, qualifications of the team members, and certifications (if any).

B. QUALIFICATION CRITERIA

QUALIFICATION	Criteria	Document Submission Requirement
Previous Experience	<p>Minimum three (3) years of relevant experience in similar engagements done (experience in developing quality online learning programs).</p> <p>Relevance of specialized good knowledge in Moodle Cloud e-learning platform and experience with developing e-learning training courses on Moodle Cloud</p>	Three (3) samples of past e-learning modules produced
	<p>Minimum two (2) contracts of similar value, nature and complexity implemented over the last three (3) years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Copies of two (2) prior contracts / Reference Letters from Inter-Governmental/National/International Organizations or Foreign Diplomatic Missions with contactable domain email addresses for verification
Financial Standing	<p>Minimum average annual turnover of EUR 5,000.00 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting an audited financial statement (balance sheets, including all related notes, and income statements) for the last 3 years <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Audited Financial Statements or Bank Statements for the past three (3) years

ANNEX C
TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS
FOR PROCUREMENT OF DEVELOPMENT OF AN E-LEARNING COURSE AND ITS TECHNICAL
MAINTENANCE ON THE MOODLE CLOUD PLATFORM

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

Since September 2019, the European Bank for Reconstruction and Development (EBRD) in cooperation with the International Development Law Organization (IDLO), has been implementing the "Training on Competition and State Aid" Project that is funded by the EU Special Shareholders Fund. The project aims at capacity building of Ukrainian commercial and administrative court judges and the Anti-Monopoly Committee of Ukraine (AMCU) officials by raising their qualification in the fields of competition, trade remedy measures and state aid.

In December 2020, the Project Team, together with international and local experts, developed a training program composed of three (3) modules (protection of economic competition, trade remedies and their effect on competition, and state aid issues), delivered through two-day distance training sessions.

To ensure sustainability of the training program, the Project Team aims to develop an e-learning training course on the Moodle Cloud platform, assist with its implementation and launch, including all necessary IT support and educational expertise, and facilitate its operation in the most effective manner.

The e-learning training program will consist of three modules developed through the Moodle Cloud platform. Each module will include videos recorded during the remote training, followed by practical tasks and quizzes, designed to replace trainers' in-class questions about critical concepts introduced during the training, animated case studies for a better visualization of the material, additional resources and reference materials, pre- and post-training assessment surveys.

C. Condition of Contract and Expected Output

IDLO aims to provide technical support efficiently, effectively, with accountability and transparency, and as such, the IDLO office in Ukraine is seeking qualified Service Providers to establish a Contract for Services for the established period to fulfill the assignment.

The objective of this assignment is to design and develop an e-learning training course consisting of three (3) e-learning training modules on protection of economic competition, trade remedies, and state aid issues.

The target audience of the e-learning training course are judges of the administrative and commercial courts, employees of the Anti-Monopoly Committee of Ukraine, other interested individuals.

The scope of the assignment is to:

1. Design and develop e-learning modules based on the existing materials using interactive tools.
2. Launch the Moodle Cloud e-learning platform and provide technical advice to AMCU on supporting the e-learning platform.
3. Assist the NSJ with integrating the e-learning modules into the NSJ e-learning Moodle platform.

Specifically, the Contractor shall perform the following tasks:

1. Participate in discussions about the assignment and be familiar with the existing course's content.
2. Elaborate sample interface design for the modules on Moodle Cloud platform including design of the welcome page / main menu and a page of sample content following IDLO branding guidelines.
3. Design the content and develop a storyboard for each of the course's modules to meet the learning objectives and provide storyboards for IDLO's review and validation.
4. Ensure that the course is well structured and easy to navigate, has a consistent visual design, contains interactive exercises and quizzes, other required visuals, materials and resources to download.
5. Share a completed prototype of the module as a link for the final feedback after IDLO has approved the respective storyboard.
6. Upon confirmation of storyboards and prototypes proceed with the modules' development.
7. Test the e-learning course on Moodle Cloud and fix potential bugs.
8. Present the course for IDLO's final review and comments.
9. Launch the final course on Moodle Cloud and assist AMCU with its operationalization.
10. Advise AMCU on technical maintenance of the course modules on Moodle Cloud.

The e-learning training course is to be produced in close coordination with the IDLO System Analyst, IDLO Legal Advisor and under the supervision of the IDLO Country Director.

D. Specifications

This ITB is for **Procurement of Development of an E-learning Course and its Technical Maintenance on the Moodle Cloud Platform.**

Lots	Description	Unit Measure	Cost Identification
1	Development/Launching of an E-learning Course (3 modules) on Moodle Cloud Platform (Phase 1 and 2)	Service	Per Service
2	Technical Maintenance of the course modules on Moodle Cloud (Phase 3)	Service	Per Service

E. Institutional Arrangement

IDLO will provide the Contractor with necessary materials of the developed training program composed of three (3) modules (protection of economic competition, trade remedies and their effect on competition, and state aid issues), delivered through two-day distance training sessions. These will include 30 - 40 min long videos, practical tasks and quizzes, animated case studies, additional resources and reference materials, pre- and post-training assessment surveys for each module. The Contractor will be expected to develop an e-learning training course on the Moodle Cloud platform, assist with its implementation and launch, including all necessary IT support and educational expertise, and facilitate its operation in the most effective manner. IDLO will cover the costs for Moodle Cloud Starter Plan.

F. Work Location

The Work will be performed at the Contractor's premises. The Contractor shall be available to attend meetings at the IDLO Ukraine office and/or online meetings as IDLO may reasonably request.

Health and safety regulations shall be followed to ensure a safe and healthy work environment.

G. Duration of Work

The work on the e-learning training course development is expected to be completed in 30 calendar days and technical maintenance of the e-learning platform is expected to be provided within next 30 calendar days after its launch. The overall work duration is 60 calendar days from signature of the contract.

H. Qualifications of the Successful Contractor

The Contractor shall:

- a. Be officially registered with the relevant authorities as a legal entity;
- b. Have at least three (3) years of previous professional experience in developing quality online learning programs;
- c. Good knowledge of, expertise in, and experience with developing e-learning training courses on Moodle Cloud;
- d. Experience with delivering courses from the Moodle Cloud;
- e. Proven track record of the execution of IT services relating to the Moodle Cloud platform and developing online learning courses;

- f. Be able to provide regular system updates and upgrades to ensure that the Moodle Cloud platform remains relevant to new and emerging technologies in the field, and compatible with changes and/or upgrades in various operating environments;
- g. Have an effective and seamless client communication management system, in Ukrainian or English, including on updates and upgrades of the Moodle Cloud platform functionalities, scheduled system maintenance and platform downtime;
- h. Have a development team with relevant education and professional background, expertise and experience related to the development of e-learning training courses on Moodle Cloud platform.
- i. Have a support team with proven track record and experience, possessing quality standards of customer support and care; high levels of technical expertise in Moodle Cloud platform hosting, management and troubleshooting.

I. Milestones and Scope of Payments

The implementation of the assignment will consist of the following Phases:

PHASES	MILESTONE	TARGET COMPLETION TIMELINE (from the Contract Start Date)	PAYMENT
1	<u>Phase 1. Preparatory work (10 days)</u> Consultations and confirmation of the details User interface design Storyboard creation Prototype design	Within 10 days from signature of the contract	30 %
2	<u>Phase 2. Development of the e-learning training course (20 days)</u> Develop the self-paced and interactive e-learning modules Test the e-learning modules Present modules developed Make edits and up to three revisions Finalize modules developed Launch the e-learning training platform	Within 30 days from signature of contract	50 %
3	<u>Phase 3. Technical maintenance support (30 days)</u> Make edits and fix bugs when necessary Solve technical system operation problems	Within 60 days from signature of contract	20 %

J. Annexes to the TOR

The necessary materials will be provided to the Contractor at the time of contracting phase.

**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 [Services] for [INSERT AMOUNT OF MONEY AND CURRENCY] 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: _____

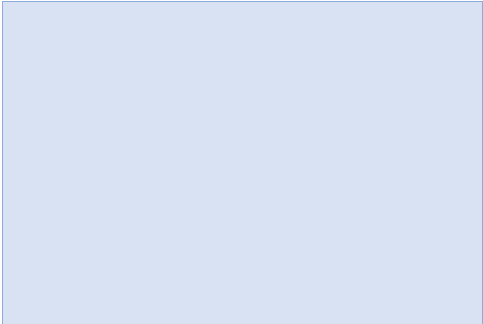
Date: **Select date**

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 N_UA_2022_035		
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]	<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 ▪ Three samples of past e-learning modules produced (reference link/file, etc.) ▪ Copies of two (2) contracts / Reference Letters from Inter-Governmental/National/International Organizations or Foreign Diplomatic Missions in Ukraine with contactable domain email addresses for verification ▪ Audited financial statements / bank statements (balance sheets, including all related notes, and income statements) for the last 3 years ▪ Three (3) Self-Attestation Letters on Eligibility, Litigation History, Bankruptcy (see Annex B for details) 		

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- Link to the Portfolio/Website attesting compliance with Technical Specifications as mentioned under Annex C;
 - CVs for human resources planned to be assigned to this Contract providing information on relevant educational and professional background, expertise and experience related to the development and support of e-learning training courses on Moodle Cloud platform, qualifications of the team members, and certifications (if any).

**ANNEX F
PRICE SCHEDULE**

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

IDLO is registered in Ukraine as an implementer of international technical assistance project and is free of VAT obligations. This means that the price in the quotation must be indicated without VAT and any invoice submitted in the future must include the phrase «**No VAT**».

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

Lot	Item Name	Description	Unit of Measure	Quantity	Compliance with Technical Specifications in Annex B	Unit rate in EUR	Total amount in EUR
1.	Development/Launching of an E-learning Course (3 modules) on Moodle Cloud Platform Phase 1 and Phase 2	As per Annex C (Paragraph D)	1	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
2.	Technical Maintenance of the course modules on Moodle Cloud. Phase 3	As per Annex C (Paragraph D)	1	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
Total Cost of Services							

<p>Name, position and signature of the Bidder</p> <hr/> <p><i>Duly authorised to sign this Bid</i></p> <p>Date:</p>	<p>Bidder's Stamp</p>
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ANNEX 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	IDLO Ukraine Country Office, Ukraine
Delivery Date	Services will be delivered within 60 days after receipt of PO or contract from IDLO to Kyiv, 01054, O. Honchara Street 57-B, 5th floor.
Payment terms	<p>In line with the deliverables set forth in Annex C, IDLO shall compensate the Contractor in the maximum amount established in the Contract and payable under conditions of Article 6 of the General Terms and Conditions as follows:</p> <ul style="list-style-type: none"> ▪ Payment I - 30% of the value of Contract, payable by bank transfer within 30 days after satisfactory receipt of finalized interface design, storyboard creation and prototype design (completion of Phase 1) and upon receipt of the complete and correct invoice by the Service provider. ▪ Payment II - 50% of the value of Contract, payable by bank transfer within 30 days after satisfactory receipt of the e-learning modules developed and launched on the e-learning training platform, successful testing of the e-learning modules (completion of Phase 2) and and upon receipt of the complete and correct invoice by the Service provider. ▪ Payment III - 20% of the value of Contract, payable by bank transfer within 30 days after satisfactory receipt of the edits made and bugs fixed and as well as solving technical system operation problems on the Moodle Cloud platform (completion of Phase 3) and 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_terms_and_conditions_for_services_august_2020.pdf

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