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## REQUEST FOR PROPOSAL

Reference: RFP No.: N_89_2019_AFG	DATE: 03-Jul-19
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Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly requests your Company/Organization to submit a Proposal for *Assessment to Measure Results of SAJA II Trainings*.

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

- |      |   |           |
|------|---|-----------|
| i.   | Instructions to Offerors  | (Annex 1) |
| ii.  | Terms of Reference (TOR)  | (Annex 2) |
| iii. | Proposal Submission Form  | (Annex 3) |
| iv.  | Price Schedule  | (Annex 4) |
| v.   | IDLO Special Conditions of Contract                               | (Annex 5) |
| vi.  | IDLO General Terms and Conditions for the Procurement of Services | (Annex 6) |
| vii. | IDLO Supplier Code of Conduct                                     | (Annex 7) |

Proposals should be submitted no later than *28/July/2019* at *1000hrs, Kabul, Afghanistan* time by email only to [afg-tenders@idlo.int](mailto:afg-tenders@idlo.int).

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

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

You are requested to acknowledge receipt of this document within 3 working days and indicate whether or not you intend to submit a Proposal.



**Annex 1****INSTRUCTIONS TO OFFERORS**

Cost of the Proposal	<p>The Offeror (or hereafter Offerors) shall bear all costs associated with the preparation and submission of the Proposal.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p>
Language of the Proposal	The Proposal and all correspondence and documents relating to the Proposal exchanged by the Offeror and IDLO shall be written in the English language.
Currency of Proposals	Proposals shall be nominated exclusively in <i>USD currency</i> .
Clarification of solicitation documents	<p>A prospective Offeror requiring any clarification of the RFP (Solicitation Documents) may notify IDLO in writing to <a href="mailto:afg-tenders@idlo.int">afg-tenders@idlo.int</a> not later than 72 hours prior to the deadline for submission of Proposals. The requests for clarification will have "Request for clarifications for RFP No. (N_89_2019_AFG)" mentioned in the subject.</p> <p>Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that have received the Solicitation Documents.</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 the Offerors</p>
Amendments of solicitation documents	<p>At any time prior to the deadline for submission of Proposals IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.</p> <p>All prospective Offerors 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 Offerors reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Proposals.</p>
Contents of solicitation documents	Proposals must offer services for the total requirement, unless specified otherwise in this RFP. Proposals offering only part of the requirement will be rejected. The Offeror 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 Offeror's risk and will affect the evaluation of the Proposal.

Delivery Term & Place	Services are to be provided to: <i>IDLO Office in the following provinces:</i> <i>Balkh, Badakhshan, Bamyan, Herat, Kabul, Kandahar, &amp; Nangarhar</i>
Documents comprising the Proposal	The Proposal shall comprise the following components:  a) Package1: Proposal Submission Form (see Annex 3); b) Package2: Price Schedule (see Annex 4); c) Package3: Technical Proposal: Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror and the Proposal meet all necessary requirements.
Proposal submission	The Offeror shall structure the operational and technical part of its Proposal as follows:  <b>(a) Proposed methodology</b>  This section should demonstrate the Offeror's responsiveness to the TOR/specifications by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics, proposed warranty and demonstrating how the proposed methodology meets or exceeds the requirements.  The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.  It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.  Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

**(b) Management plan**

This section should provide a corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the implementation of the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring IDLO entity.

**(c) Resource plan**

This should fully explain the Offeror's resources in terms of personnel and if applicable facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

Format, signing sealing, marking and submission of Proposals	<p>The Proposal shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.</p> <p>A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.</p> <p><b><u>The Proposal will consist of two attached files named "Technical Proposal" and "Financial Proposal". The "Financial Proposal" file will contain Proposal Submission Form (See Annex 3) &amp; Price Schedule (See Annex 4) and will be password-protected. IDLO will additionally communicate with Offerors for obtaining the password for Financial Proposal, if needed.</u></b></p> <p>The Offeror shall scan and email the Proposal (consisting of Technical Proposal and Financial Proposal) to <a href="mailto:afg-tenders@idlo.int">afg-tenders@idlo.int</a> with the Subject: "Proposal for RFP No. N_89_2019_AFG" before the deadline stipulated in this RFP.</p>
Deadline for submission of Proposals	<p>The Proposal shall be addressed to IDLO on or before 28/July/2018 at 1000hrs, Kabul, Afghanistan time.</p>
<b>Late Proposals</b>	<p>Any Proposal received by IDLO after the deadline for submission of Proposals, pursuant to clause <i>Deadline for the submission of Proposals</i>, will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Proposal was sent by email but was not properly received due to issues in IDLO mailing system.</p>
Validity Period of Proposals	<p>All Proposals will be valid for 90 days from the deadline for submission of Proposals. In exceptional circumstances IDLO may request the Offerors to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Offerors shall be invited to confirm the extension in writing, without any modification whatsoever on the Proposal. The Offerors may choose not to extend the validity period of the Proposals upon request of IDLO.</p>

Modification and withdrawal of Proposals	<p>The Offeror may modify/withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Proposals.</p> <p>The Offeror's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals.</p> <p>No Proposal may be modified nor withdrawn after to the deadline for submission of Proposals.</p> <p>No Proposal may be modified/withdrawn in the Interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Offeror in the Proposal Submission Form.</p>
Right to accept, reject, or render non-responsive any or all Proposals	<p>IDLO reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to annul the solicitation process and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.</p>
Clarification of Proposals	<p>To assist in the examination, evaluation and comparison of Proposals, IDLO may at its discretion ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.</p>
Preliminary examination	<p>IDLO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.</p>
Correction of errors	<p>Any discrepancy between the unit price and the total price shall be re-computed by IDLO, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on IDLO's re-computation and correction of errors, its Proposal will be rejected.</p> <p>No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by IDLO after it has received the Proposal.</p> <p>At the time of Award of Contract or Purchase Order, IDLO reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.</p>

Responsiveness of Proposals	<p>IDLO will determine the substantial responsiveness of each Proposal to the RFP. For purposes of this Clause, a substantially responsive Proposal is the one which conforms to all the terms and conditions of the RFP without material deviations. IDLO's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.</p> <p>A Proposal determined as not substantially responsive will be rejected by IDLO and may not subsequently be made responsive by the Offeror by correction of the non-conformity.</p>
Evaluation and comparison of Proposals	<p>A two-stage procedure is utilised in evaluating the Proposals, with evaluation of the Technical Proposal being completed prior to Financial Proposal being opened and compared.</p> <p>The Financial Proposals (Price Schedules) of the overall Proposals will be opened only for submissions that passed minimum technical score of 490 points of the maximum obtainable 700 points.</p> <p>The evaluation will be conducted in accordance with the cumulative analysis method, according to which the Technical and Financial Proposals have pre-assigned weights and pre-assigned maximum number of scores:</p> <ul style="list-style-type: none"> <li>- Technical Proposal -70%,- 700 points maximum,</li> <li>- Financial Proposal - 30%, - 300 points maximum.</li> </ul> <p>The contract will be awarded to the Proposal with higherst combined score obtained in technical and financial evaluation.</p> <p><u>Technical Evaluation</u></p> <p>The technical Proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) as per the evaluation criteria below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.</p> <p><u>Financial Evaluation</u></p> <p>In the second stage the Financial Proposals of all Offerors who attained a minimum 490 points in Technical Evaluation will be reviewed. The lowest amount for technically qualified Financial Proposal will be awarded maximum 300 points and other Financial Proposals will be awarded points in accordance with the following formula:</p> <p>Financial Proposal score = (Lowest Price / Price under consideration) x 300.</p>

Payment Terms	Payment will be conducted within 30 days after succesful provision of Services described in the Contract and acceptance by IDLO, and upon submission of Supplier's invoice.
General Terms and Conditions	Any Contract or Purchase Order that will be signed as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of IDLO, herein attached as Annex 6.





**Technical Evaluation Criteria**

Summary of Technical Proposal		Score Weight	Points Obtainable	Offerors				
				A	B	C	D	E
1.	Proposed methodology	45%	300					
2.	Management plan	25%	200					
3.	Resource plan	30%	200					
<b>Total</b>			<b>700</b>					

Technical Proposal – Proposed Methodology		Points	Offerors				
			A	B	C	D	E
1.1	Quality of the proposed workplan	150					
1.2	Proposed methodology for data collection and analysis	150					
<b>Total Part 1</b>		<b>300</b>					

Technical Proposal – Management Plan		Points	Offerors				
			A	B	C	D	E
2.1	Experience in similar projects with development organizations	60					
2.2	Quality of the work samples provided	40					
2.3	General Management Approach	100					
<b>Total Part 2</b>		<b>200</b>					

Technical Proposal – Resource Plan		Points	Offerors				
			A	B	C	D	E
3.1	Team Leader	50					
3.2	Data analyst	30					
3.3	Report writer	50					

3.4	Data collection team	30					
3.5	Gender composition	20					
3.6	Ethnic Composition	20					
	<b>Total Part 3</b>	<b>200</b>					



## TERMS OF REFERENCE

### Assessment to Measure Results of SAJA II Trainings

#### 1. BACKGROUND INFORMATION:

Since October 2017, IDLO's Supporting Access to Justice Program II (SAJA II) has been offering legal and management training courses to members from the Afghan justice sector to build their core legal skills and competencies. These training courses are delivered primarily to enable justice actors improve the delivery of legal services to women victims of violence. Participants to these trainings include prosecutors, defense lawyers, case workers, managers and administrative staff of the Attorney General Office, the Ministry of Women Affairs, the Ministry of Justice, the Afghanistan Independent Bar Association, and NGOs managing Women Protection Centers, as well as legal aid organizations, among others.

So far, 5,719 participants<sup>1</sup> (1,820 women, 3,899 men) from over 40 governmental and non-governmental organizations in 34 provinces have been trained in 280 training courses<sup>2</sup> on substantive, procedural and administrative laws, rules and regulations. The need for each of these training courses is based on the premise that the trainees will be able to apply what they have learned to improve their performance on the job. SAJA II uses a standard evaluation approach based on the Kirkpatrick Model for evaluating these trainings. The model uses four levels to measure the effectiveness of training programs:

- Level 1: Participant's satisfaction with the training;
- Level 2: Immediate change in individual knowledge and skills;
- Level 3: Change in individual performance back in the workplace; and
- Level 4: Change in the overall performance of the institution.

SAJA II's Monitoring and Evaluation Component has been evaluating its trainings at levels 1 and 2 of the Kirkpatrick Model. To determine whether participants' performance at work has changed as a result of the training, SAJA II also conducts training follow-on assessments for select trainings, generally completed around three to six months after the trainings. The M&E Component's assessments conform with level 3 of the Model. For this, the M&E team reaches out to individuals and gathers information on the performance of program participants by conducting interviews and making observations. To triangulate findings, interviews also are conducted with supervisors and senior staff from each trainee's department.

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<sup>1</sup> Each participant has been counted as many times as they may have participated in trainings. On counting each person once, the number of total participants stands at 2,148 (681 women, 1,467 men).

<sup>2</sup> November 2017 to March 2019.

IDLO has been implementing SAJA for several years. The program staff believes that it is time to measure the outcome of our trainings at the institutional level. For this purpose, SAJA II is seeking a research firm (the Vendor) that has the ability to conduct an assessment of the impact of its individual trainings on institutions at which program participants are employed. The Vendor will design and complete an assessment that will measure the degree by which changes in performance of the institution are attributed to application of knowledge and skills gained as a result of IDLO-sponsored trainings. This assessment is intended to be in line with level 4 of the Kirkpatrick Model. The findings at this level will also provide information about the institutional factors that either enable or hold back improved individual and organizational performance so that they can be addressed by IDLO and its institutional counterparts.

## **2. OBJECTIVE:**

The overall objective of the assessment is to measure the change in performance of IDLO's partner institutions that could be attributed to application of knowledge and skills gained as a result of trainings provided by IDLO.

## **3. SCOPE OF SERVICES:**

The Vendor will:

- Review project documents, evaluation tools administered by IDLO, results of pre- and post-training tests, and training follow-on assessment reports conducted by IDLO;
- In consultation with SAJA II M&E team, propose an acceptable, efficient and cost effective methodology for executing the assessment including identifying i) sample size, ii) individuals and organizational managers to be interviewed, iii) a work plan for the assessment and iv) assessment tools;
- Collect data by administering assessment tools and conducting key informant interviews (KII) and focus group discussions (FGDs) with program stakeholders and beneficiaries including program trainers, trainees, mentors, supervisors, head of departments, and other stakeholders relevant for the evaluation scope;
- Finalize evaluation report in English, incorporating feedback from IDLO and all relevant program stakeholders. The report will include i) Executive Summary, ii) Acronyms, iii) Acknowledgement, iv) Introduction and background, v) Methodology and limitations, vi) Findings, vii) Conclusions and recommendations, and viii) Annexes (tools, persons interviewed etc.).

In addition, the Vendor will share measures for quality control and technical oversight for the assessment, especially for field-work. This may include, but not limited to:

- Designating a focal person to communicate with an IDLO focal point once a week, on a mutually agreeable date, throughout the duration of the contract on the progress of the assessment.
- Nominating a team leader who will provide training to the assessment team on the tools and methodology of the assessment before starting the assessment and provide technical oversight during data collection.

- Where appropriate, ensuring that audio recording of Focus Group Discussions to be done.
- Pre-testing the assessment tools, to ensure that the tools are contextual and appropriate to the communities the assessment is administered in.
- Selecting experienced field staff who are aware of the local context and conversant with the local language (Dari and Pashto) and assigning responsibility for writing report to team members who have demonstrated skills in writing assessment reports in English.

#### 4. **DELIVERABLES:**

The deliverables and duration of the assessment will be as follows:

Assignment	Tasks	Duration
Desk review	Review of project documents, evaluation instruments and previous reports	5 days
Tool development	Assessment questionnaires and interview guides finalized and translated to Dari	5 days
Data collection	Survey, interviews and focus groups with stakeholders in seven (7) provinces completed	30 days
Data entry, analysis and reporting	Draft report submitted to IDLO	10 days
	Comments from IDLO and other stakeholders incorporated and final report submitted	10 days

#### 5. **CONTRACT DURATION:**

The services will be performed for a period of up to 60 days in Kabul, Herat, Balkh, Badakhshan, Nangarhar, Kandahar and Bamyan from the date the contract is signed tentatively from 25 August 2019 to 31 October 2019.

#### 6. **QUALIFICATIONS AND COMPETENCIES OF THE VENDOR:**

The Vendor must be familiar with the Kirkpatrick Model training evaluation approach and have experience of conducting similar assessments in Afghanistan. At least two work samples must be submitted with the proposal. The Vendor's team members must have a university degree and expertise (additional qualifications and experience) in the field of research, analysis and reporting. Proof of qualifications and experience must be submitted with the proposal. The Vendor should also have a dedicated number of team members for the assignment to ensure there is a continuous implementation of work. Finally, the Vendor must provide suitable corporate references.

**7. ASSESSMENT LOCATIONS:**

Data collection will take place in the capital of Kabul, Herat, Balkh, Badakhshan, Nangarhar, Kandahar and Bamyan. And, thier may be districts.

**8. LANGUAGE REQUIREMENTS:**

The Vendor's team members assigned for data collection must be fluent in Dari while Pashto speaking data collectors will be preferred in provinces where Pashto is mainly spoken. Members responsible for report writing should be familiar with report writing skills in English.

**Annex 3**

**PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for INSERT AMOUNT OF MONEY AND CURRENCY as may be ascertained in accordance with the Financial Proposal (Price Schedule) attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Request for Proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Date:

Signature: \_\_\_\_\_  
*Duly authorized to sign this Proposal*

Position:

Company/Organization:



**Annex 4****FINANCIAL PROPOSAL****PRICE SCHEDULE**

The Offeror is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in the Instructions to Offerors.

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

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The IDLO reserves the option to either lease/rent or purchase outright the equipment through the Offeror.

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

*The rates and prices include all necessary costs for all labour, materials, tools and utilities, all overhead, profit, taxes and duties, together with all general risks, liabilities, insurance and requirements set out or implied in the Agreement including **ANNEX-II, Terms of References.***

Payment to the vendor will be in three instalments after successful completion and delivery of each deliverable.

No.	Description	Unit	Quantity	Unit price (USD)	Total Price (USD)
1	Desk review & Tool Development in all locations mentioned under Annex 2, Clause No.7	Lump Sum	1		
2	Data collection in all locations mentioned under Annex 2, Clause No.7	Lump Sum	1		
3	Data entry, analysis and reporting in all locations mentioned under Annex 2, Clause No.7	Lump Sum	1		
<b>Grand total:</b>					



## Annex 5

### **IDLO Special Conditions of Contract**

1. Bidder should have valid business license. (copy is to be submitted as part of technical proposal).
2. Bidder should have corporate bank account. (copy is to be submitted as part of financial proposal).
3. Taxation: The contractor shall be personally and exclusively responsible for the payment to any and all applicable jurisdictions of taxes, charges or other levies, if any, with respect to compensation or other payments received from IDLO in connection with this service contract.



## Annex 6

### IDLO General Terms and Conditions for the Procurement of Services



*Register your company as a vendor with IDLO and receive regular invitations*  
*[vendors@idlo.int](mailto:vendors@idlo.int)*

**ANNEX 1 –**

**IDLO GENERAL TERMS AND CONDITIONS**

**FOR THE PROCUREMENT OF SERVICES**

**GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF SERVICES [CONTRACTS]**

The present General Terms and Conditions for the Procurement of Services (hereinafter referred to as “General Terms and Conditions”) set forth the general terms and conditions applicable to the Parties under the Contract.

**1. GENERAL STANDARDS OF PERFORMANCE**

- (a) The Contractor shall carry out its work with due diligence and efficiency, conform to a high standard of moral and ethical conduct, and exercise such skill and care in the production of the Services as is consistent with generally accepted professional standards.
- (b) The Contractor shall keep accurate and systematic records of its work.
- (c) The Contractor shall promptly furnish IDLO with any such information relating to the Services as IDLO may from time to time reasonably request.
- (d) The Contractor shall neither seek nor accept instructions from any authority external to IDLO in connection with the performance of the Services under the Contract.
- (e) The Contractor shall refrain from any action which may adversely affect IDLO and shall fulfill its commitments with the fullest regard to the interests of IDLO.
- (f) IDLO reserves the right to require original receipts and to audit the Contractor’s accounts and records in the event that it has a good faith reason to believe that the Contractor has acted in violation of the Supplier’s Code of Conduct or applicable law.

**2. PERSONNEL**

- (a) As the Contractor has legal status independent of IDLO, it shall be responsible for the professional and technical competence of its employees, officials, agents and representatives (hereinafter referred to as the “Contractor’s Personnel”) and/or subcontractors and will select, for work under the Contract, reliable individuals who shall perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.
- (b) Should IDLO determine that an individual employed or subcontracted by the Contractor has violated these standards or the terms of the Contract, IDLO shall so inform the Contractor, who will take immediate steps to remove said individual from work under this Contract, without prejudice to its requirement for satisfactory completion of said work.
- (c) If the Contractor has undertaken that the Services shall be performed by the individual(s) named in the Contract or otherwise agreed in writing by IDLO, this being an essential element of the Contract, the Contractor may not replace said individuals by others, without the prior written consent of IDLO. Should IDLO authorize such a replacement, the Contractor undertakes to carry out replacement by other persons of equivalent competency, who will be trained by the Contractor at its own costs so that they are immediately operational.
- (d) The Contractor’s Personnel :
  - (i) Shall comply with all the terms and obligations of the Contract;
  - (ii) Shall not be considered in any respect as being employees, consultants, agents or affiliates of IDLO;
  - (iii) Shall not have any power to commit IDLO in respect of any obligation or expenditure whatsoever;
  - (iv) Shall not be conferred any privilege or immunity that IDLO and its personnel enjoy as an intergovernmental organization;

### **3. DELIVERY AND SUPERVISION**

- (a) The Contractor shall provide the Services at the place specified in the Contract, and within the delivery period stipulated in the Contract.
- (b) The Coordinator as defined in the Contract, shall oversee the Contractor's delivery of the Services and verify that the Contractor carries out the tasks specified in this Contract and in accordance with the Coordinator's specific directions and recommendations over the course of the Contract.
- (c) In case of any impediment, which may result in the Contractor not abiding by the terms of the Contract, the Contractor shall immediately notify the Coordinator; such notification shall not release the Contractor from fulfilling its obligations under the Contract. IDLO may, at its discretion, however, accept deviations from the terms of the Contract without prejudice to any other rights and remedies set forth herein.

### **4. EXAMINATION AND ACCEPTANCE**

- (a) Before any payment, with the exception of advance payment if any, IDLO shall examine the Services. If they are deemed acceptable, IDLO shall proceed with the payment as defined in the Contract. The Contractor shall provide, when applicable and possible, all facilities for any such examination.
- (b) If the Contractor incurs costs or expenses because of IDLO's examination on the premises of IDLO, or elsewhere, the Contractor may ask for reimbursement of duly documented and justified costs.
- (c) In case of rejection of the Services provided, IDLO will communicate the grounds for rejection and timeframe for addressing IDLO's concerns. The Contractor will make every effort to address IDLO's concerns within the given timeframe. A new examination may also be carried out by the representatives of both Parties if promptly requested by the Contractor and before IDLO exercises any legal remedies. The Contractor shall bear the expenses of such an examination.
- (d) The examinations shall be carried out in good faith.
- (e) The sole individual or individuals authorized to accept the Services provided under this Contract, on behalf of IDLO, are specified in the Contract.

### **5. PAYMENT**

- (a) Unless expressly stipulated otherwise in the Contract, IDLO shall make payment by means of a bank remittance, within thirty (30) days of acceptance of the Services by IDLO, and upon receipt of the corresponding invoice and any other documents specified in the Contract.
- (b) The price of the Services shall be firm for the entire duration of the Contract and as stated in the Contract, and may not be increased, except by the express and written agreement of IDLO.
- (c) IDLO shall not pay any charge for late payment unless this has been expressly agreed to in writing.
- (d) Payment shall not be made for Services that have not been accepted as provided for in Article 5 of these General Terms and Conditions. Payment alone by IDLO shall not be deemed to be acceptance of services.
- (e) Advance payment shall only be made if expressly authorized by IDLO in the Contract and only where normal commercial practice or the interests of IDLO so require.

### **6. PERFORMANCE SECURITY**

If IDLO so requests in the Contract, the Contractor shall guarantee the due fulfillment of its obligations under the Contract by providing an unconditional and irrevocable bank guarantee serving as Performance Security from an established bank of good standing for an amount corresponding to 10% of the Contract value (exclusive of tax).

### **7. TAXES**

- (a) The Contractor shall be personally responsible for the payment of taxes, charges or other levies, if any, with respect to compensation or other payments received from IDLO.
- (b) IDLO maintains a number of bilateral agreements in which countries confer upon IDLO certain privileges and immunities, including tax exemption. The Contractor's price shall be net of any taxes or customs duties that would normally be payable for the Services in the absence of such exemption.

If it is subsequently determined that any taxes and duties from which IDLO is exempted have been included in the price paid by IDLO, the amount of such taxes and duties shall be refunded by the Contractor. In the event that the Contractor's price includes taxes or customs duties for which IDLO is exempt, IDLO may deduct such amount from the Contract price and payment of such corrected amount shall constitute full payment by IDLO.

- (c) In countries where IDLO is not tax-exempt and where Services are provided, the price shall include all taxes due by IDLO under the fiscal legislation of such countries.

#### **8. TITLE TO EQUIPMENT SUPPLIED BY IDLO**

Title to any equipment and supplies that may be furnished by IDLO shall rest with IDLO and any such equipment shall be returned to IDLO upon termination of this Contract or when no longer needed by the Contractor. Such equipment, when returned to IDLO shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate IDLO for equipment determined to be damaged or degraded beyond normal wear and tear.

#### **9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

- (a) The Contractor guarantees that the Services and specific deliverables provided by it are unencumbered by any third party's proprietary rights.
- (b) All intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to the deliverables, products or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract, shall belong exclusively to IDLO. At IDLO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to IDLO.

#### **10. CONFIDENTIALITY**

- (a) The Contractor shall not use any information acquired or developed in the course of this Contract for any purpose not authorized in writing by IDLO.
- (b) The Contractor is required to exercise the utmost discretion during the performance of the Contract. The Contractor may not communicate to any other person, government, or authority external to IDLO any information known to it by reason of its contractual relationship with IDLO which has not previously been made public, except with the written authorization of IDLO. Nor shall the Contractor at any time use such information to private advantage.
- (c) The Contractor shall be liable for any breach of confidentiality or any indirect disclosure that could harm the interests of IDLO. The extent of any such liability shall be directly proportional to the extent of the damage caused.
- (d) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of IDLO, shall be treated as confidential, and shall be returned and/or delivered only to authorized IDLO officials in completion of work under this Contract.

#### **11. ADVERTISING**

Unless authorized in writing by IDLO, the Contractor shall not advertise or otherwise make public the fact it is supplying services to IDLO. The Contractor shall not use the name, emblem, or official seal of IDLO or any abbreviation of the names of IDLO for advertising or for any other promotional purpose.

#### **12. SOCIAL AND HUMAN RIGHTS**

The Contractor shall respect fundamental social and human rights, and shall abide by the IDLO Supplier Code of Conduct and the IDLO Anti-Fraud and Anti-Corruption Policy.

In addition, the Contractor:

- represents and warrants that neither it nor any of its affiliates or subcontractors is engaged in any practice inconsistent with the rights set forth in the Convention of the Rights of the Child which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development;
- warrants that neither it, nor any of its affiliates or subcontractors is engaged in the sale or manufacture of anti-personnel mines or of components used in the manufacture of such mines;

- confirms that neither it, its staff, nor any other recipients of funds under this Contract, has not, and further warrants that neither it, its staff, nor any other recipients of funds under this Contract, will support or fund, directly or indirectly, any drug trafficking or terrorism related activities, and further warrants that neither its staff, nor any other recipients of funds under this Contract will commit violations of human rights;
- further warrants that neither it, nor any of its affiliates or subcontractors is involved in the transportation or provision of services of human beings for purposes deemed illegal in either the country of origin, sale or delivery of the goods being provided under this contract;
- warrants that no official or employee of IDLO has been or shall be admitted by it to any direct or indirect benefit arising from this Contract or the award thereof.

### **13. SUB-CONTRACTING, THIRD PARTIES**

- (a) The Contractor shall not, without the prior and express written approval of IDLO, assign, transfer, pledge, or make other disposition of this Contract or any part thereof, or any of the Contractor's rights or obligations arising out of the Contract to third parties or sub-contract any part of the work required under this Contract to third parties.
- (b) In the event that IDLO authorizes the Contractor to sub-contract part or all of the obligations under the Contract to third parties, the Contractor shall nonetheless remain bound by its obligations to IDLO under the Contract.
- (c) The Contractor shall be required to include in any sub-contract provisions enabling IDLO to enjoy the same rights and guarantees in relation to subcontractors as it enjoys in relation to the Contractor. However, the Contractor shall insert no language in any subcontract asserting or implying a direct relationship between IDLO and said subcontractor.
- (d) The terms of any sub-contract shall nonetheless be subject to the provisions of this Contract.

### **14. INSURANCE**

- (a) The Contractor shall insure against all risks or loss, damage or injury caused by the Contractor, the Contractor's Personnel, or by any person acting on behalf of the Contractor during the performance of the Contract.
- (b) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (c) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees or subcontractors to cover claims for personal injury or death in connection with this Contract.
- (d) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury or loss of or damage to property, arising from or in connection with the provision of the Services or the operation of vehicles, boats, airplanes, or other equipment owned or leased by the Contractor or the Contractor's Personnel or subcontractors performing work or services in connection with this Contract.
- (e) The Contractor shall, upon IDLO's request, provide IDLO with satisfactory evidence of the insurance required under this Article.

### **15. WARRANTY**

- (a) The Contractor warrants that it is appropriately licensed to conduct business in the place of performance and is not the subject to any investigation or claim that could adversely affect Contract implementation and that the services are: (a) of the quality, quantity, and description required by the Contract; and (b) free from any right or claim of a third party, including rights or claims based on copyright, patent, or other industrial or intellectual property rights.
- (b) Breach of this warranty may result in Contract termination as allowed for in this Contract, and/or result in the Contractor being backlisted from the IDLO supplier database or other databases to which IDLO subscribes or contributes to.

### **16. CONTRACT DELAY**

IDLO may at its discretion, accept deviations from the deadline specified in the Contract, without prejudice to any other rights and remedies, and deduct from the price stipulated in the Contract, as penalties, a sum equivalent to 1% per day of the contractual price of the delayed Services for each day of delay up to a

maximum 15 days. After 15 days, IDLO has an option to terminate the Contract without incurring any liability for termination charges or any other liability of any kind.

**17. LIABILITY AND INDEMNITY**

- (a) IDLO shall neither be held liable, nor accept any claim for loss, damage, or injury sustained by the Contractor or the Contractor's Personnel.
- (b) The Contractor shall indemnify, protect and defend, at its own expense, IDLO and its agents and employees, from and against any and all actions, claims, losses or damages arising out of acts or omissions of the Contractor or the Contractor's Personnel in and relating to the performance of the Contract.

**18. FORCE MAJEURE**

- (a) In the event of any cause constituting force majeure, the affected Party (the "Affected Party") shall, as soon as possible, give notice and full particulars in writing to the other Party (the "Other Party"), of such occurrence or cause. On receipt of this notice, the Other Party shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Affected Party of a reasonable extension of time, suspension or termination of the Contract under the terms and conditions provided for in Article 20. It is only once the condition of force majeure has been agreed by the Other Party, who shall not unreasonably deny it, that the Affected Party shall be relieved from liability for non-performance of its obligations.
- (b) Force majeure as used herein means any unforeseeable and irresistible act arising from causes beyond the control and without the fault or negligence of the Affected Party that renders the Affected Party unable wholly or in part, to perform its obligations and meet its responsibility under the Contract. Such act shall include, but is not limited to: modification of laws or regulations, strikes, lock-out or other industrial disturbances, acts of terrorism, wars (whether declared or not declared), blockades, embargoes, insurrections, riots, civil disturbances, explosions, epidemics, landslides, earthquakes, storms, lightning, floods and washouts.

**19. NON-WAIVER OF RIGHTS**

Failure of, or delay by, IDLO in the exercise of any rights or remedies provided by the Contract shall not be deemed a waiver of any rights of IDLO, and shall not release the Contractor from fulfilling its obligations.

**20. TERMINATION**

- (a) **Termination of part of the Services**  
Without prejudice to the provisions on force majeure in these General Terms and Conditions, if the Contractor fails to provide any or all of the Services fully in accordance with the terms and conditions of the Contract including the time period specified, IDLO may, by notice given in writing, terminate the performance of such parts or part thereof as to which there has been default without incurring liability or termination charges of any kind. In case payments were made in advance, the Contractor shall reimburse IDLO for Services fully or partially not provided.

**(b) Termination of Contract for breach by the Contractor**

IDLO shall have the right to terminate the Contract immediately without prior notice and indemnity, and demand the payment of any sums already paid to the Contractor if the Contractor is in breach of the Contract. In particular the following events are regarded as a breach of the Contract:

- (i) the Contractor ceases operations wholly or for a large part; or
- (ii) does not comply with any conditions of the Contract; or
- (iii) submits false, materially inaccurate or misleading, or incomplete information; or
- (iv) offers incentives, inducements or other benefit to any IDLO employees, including consultants and agents; or
- (v) does not provide the Services or provides them in unsatisfactory in terms of quality, timing and manner.

The Contractor shall immediately inform IDLO of the occurrence of any of the above events.

In such a case, the Contractor shall be bound to compensate IDLO for all damage, costs, and loss of interest, including all amounts due until the original termination date of the Contract, as well as all costs incurred by IDLO in legal and non-legal proceedings, including those for legal assistance, as a consequence of having to terminate the Contract. IDLO shall have the right to withhold any amount due under the present Article from any amount otherwise due to the Contractor from IDLO under this or any other contract.

IDLO may procure the Services from other sources and may hold the Contractor liable for any excess cost occasioned thereby, including transactional costs.

The provisions set forth in the present Article do not exclude the right of IDLO to exercise other legal rights, including its right to impose liquidated damages or, to demand payment or compensation for damages.

IDLO, at its own discretion, is legally and without intervention by the courts entitled to carry out itself or to have carried out any contractual obligation for which the Contractor is in default, at the full expense and risk of the Contractor.

**(c) Termination of Contract at the initiative of IDLO**

IDLO may terminate the Contract for any reason with thirty (30) days' written notice. Upon receipt of notice of termination by IDLO, the Contractor shall take immediate steps to bring the work or service to a close in a prompt and orderly manner. The Contractor shall reduce expenses to a minimum and shall not undertake any further commitments under the Contract from the date of receipt of such a notice. The Contractor shall be entitled to pro-rata payment for any Service or Deliverable delivered prior to such termination.

**21. AMENDMENTS AND ADDITIONS TO THE CONTRACT**

- (a) IDLO personnel named or identified in the Contract are subject to change at any time without necessitating an amendment to the Contract. The Contractor shall be notified of any changes via mail or email, as soon as practicable.
- (b) All other provisions of the Contract and the Annexes thereto may be amended or supplemented only by means of a supplementary written agreement signed by the authorized representatives of the Parties.

**22. PRIVILEGES AND IMMUNITIES**

Nothing contained in the Contract or any course of dealing between the Parties shall be deemed a waiver, express or implied, of any privilege or immunity that IDLO enjoys as an international organization.

**23. APPLICABLE LAW**

Given the status of IDLO as an intergovernmental organization, the Parties expressly agree that the Contract shall be governed exclusively by the terms and conditions of the Contract, to the exclusion of any single national system of law. However, the Contractor shall comply with all applicable laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**24. SETTLEMENT OF DISPUTES**



- (a) Except as otherwise provided in the Contract, any dispute between IDLO and the Contractor concerning the interpretation and performance of this Contract shall be settled by negotiation between the Parties.
- (b) If the dispute cannot be settled in accordance with paragraph (a) above or by another agreed mode of settlement, the matter shall, at the request of either Party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of signature of the Contract. The appointing authority for the arbitrator shall be the Secretary-General of the Permanent Court of Arbitration. The forum of the arbitration shall be Rome, Italy. The language of the arbitration shall be English. The number of arbitrators shall be one.
- (c) Any arbitration award rendered in accordance with paragraph (b) above shall be final and binding on the Parties.
- (d) Apart from arbitration, there is no other means of dispute settlement available to the Parties, unless they otherwise agree.

#### **25. SURVIVAL OF TERMS**

The provisions of this Contract which, by their nature, should remain in effect beyond the termination or expiry of the Contract, including, but not limited to obligations under Articles 8, 9, 10, 11, 14, 17 and 24 of the General Terms and Conditions shall survive without any time limit.

#### **26. CONTRACT EXECUTION**

This Contract, including any amendments may be executed in counterparts, which, when taken together, will constitute one Contract. Copies of this Contract will be equally binding as originals and faxed, or scanned and e-mailed counterpart signatures will be sufficient to evidence execution, though IDLO may require the Contractor to execute an original signed Contract.

## Annex 7

# IDLO Supplier Code of Conduct



*Register your company as a vendor with IDLO and receive regular invitations*  
*[vendors@idlo.int](mailto:vendors@idlo.int)*

## Annex VII

### 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 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.