

## REQUEST FOR PROPOSAL

Reference: RFP No.N_18_2020_AFG	DATE: 23/Jan/2020
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Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly requests your Company/Organization to submit a Proposal for *the provision of Database Review*.

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

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|--|-----------|
| a. Instructions to Bidders   | (Annex 1) |
| b. Terms of Reference (TOR)  | (Annex 2) |
| c. Proposal Submission Form  | (Annex 3) |
| d. Price Schedule  | (Annex 4) |
| e. IDLO Special Conditions of Contract                               | (Annex 5) |
| f. IDLO General Terms and Conditions for the Procurement of Services | (Annex 6) |
| g. Supplier Code of Conduct  | (Annex7)  |

Proposals should be submitted no later than **14/Feb/2020** at **15:00Hrs, Kabul, Afghanistan** time by email 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 Bidders to prevent and avoid conflicts of interest by disclosing to IDLO if any Bidder or its affiliates or personnel were involved in the preparation of the requirements, design, cost estimates, and other information used to prepare this RFP.

### INSTRUCTIONS TO BIDDERS

Cost of the Proposal	<p>The Bidder shall bear all costs associated with the preparation and submission of the Proposal.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p>
Language of the Proposal	The Proposal and all correspondence and documents relating to the Proposal exchanged by the Bidder and IDLO shall be written in the English language.
Currency of Proposals	Proposals shall be nominated exclusively in <b>USD currency</b> .
Clarification of solicitation documents	<p>A prospective Bidder 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_18_2020_AFG)" mentioned in the subject.</p> <p>Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents.</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 Bidders</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 Bidder, modify the Solicitation Documents by amendment.</p> <p>All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.</p> <p>In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Proposals.</p>
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 Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Proposal.

Delivery Term & Place	Services are to be provided to: <i>Kabul, Afghansitan</i>
Documents comprising the Proposal	<p>The Proposal shall comprise the following components:</p> <ol style="list-style-type: none"> <li>1. Proposal submission form (see Annex 3);</li> <li>2. Price Schedule (see Annex 4);</li> <li>3. Operational and technical part of the Proposal, including documentation to demonstrate that the Bidder and the Proposal meet all necessary requirements.</li> </ol>
Proposal submission	<p>The Bidder shall structure the operational and technical part of its Proposal as follows:</p> <p><b>(a) Proposed methodology</b></p> <p>This section should demonstrate the Bidder's responsiveness to the TOR/specifications by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics, proposed warranty and demonstrating how the proposed methodology meets or exceeds the requirements.</p> <p>The 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. Any technical proposal containing price information will be disqualified from consideration.</p> <p>It is mandatory that the Bidder's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.</p> <p>Information which the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.</p>

Format, signing sealing, marking and submission of Proposals	<p>The Proposal shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.</p> <p>A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal.</p> <p>The Proposal will consist of two attached files named "Technical Proposal" and "Financial Proposal".</p> <p><b><u>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 Bidders for obtaining the password for Financial Proposal, if needed. Only financial proposals from Bidders whose technical proposals have passed technical evaluation will be opened.</u></b></p> <p>The Bidder 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_18_2020_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 <b>14/February/2020</b> at <b>15:00Hrs, Kabul, Afghanistan</b> time.</p>
Late Proposals	<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 Bidders to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Proposal. The Bidders may choose not to extend the validity period of the Proposals upon request of IDLO.</p>

Modification and withdrawal of Proposals	<p>The Bidder may modify/withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Proposals.</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 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 Bidder in the Proposal Submission Form.</p>
Right to accept, reject, or render non-responsive any or all Proposals	IDLO reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to annul the solicitation process and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.
Clarification of Proposals	To assist in the examination, evaluation and comparison of Proposals, IDLO may at its discretion ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.
Preliminary examination	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.
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>

<p>Responsiveness of Proposals</p>	<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 Bidder by correction of the non-conformity.</p>
<p>Evaluation and comparison of Proposals</p>	<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 highest combined score obtained in technical and financial evaluation.</p> <p><b>Technical Evaluation</b></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><b>Financial Evaluation</b></p> <p>In the second stage the Financial Proposals of all Bidders who attained a minimum 490 points in Technical Evaluation will be reviewed. The lowest amount for technically qualified Financial Proposal will be awarded maximum 300 points and other Financial Proposals will be awarded points in accordance with the following formula:</p> <p>Financial Proposal score = (Lowest Price / Price under consideration) x 300.</p>

Payment Terms	Payment will be processed within 30 days after successful 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.

## TERMS OF REFERENCE

### Database Review

#### IDLO Country Office - Afghanistan

#### BACKGROUND

The IDLO Afghanistan Country Office (CO) has been engaged in developing and maintaining a set of databases for the use of its partner institutions and to assist IDLO's program monitoring. These databases have been built to further the work conducted under IDLO programming particularly the Continuing Professional Development Support (CPDS) and Supporting Access to Justice in Afghanistan (SAJA) II projects:

##### 1. CPDS:

- Three training databases have been developed for the professional training departments (PTD) of IDLO's partner institutions—the Ministry of Justice, Attorney General's Office, and Supreme Court—to manage and coordinate the training of their professional staff.

All three databases are installed on a local computer at the PTD, and each can be accessed through a Local Area Network (LAN) at the corresponding institution.

##### 2. SAJA II:

- Attorney General's Office (AGO)—Elimination of Violence Against Women (EVAW) Database: AGO EVAW Database is an online system designed by IDLO and the EVAW Unit of the AGO to record, track, and report on violence against women cases in Afghanistan. This system has enabled AGO EVAW Unit staff in the majority of provinces in Afghanistan enter data and generate reports showing criminal cases of violence against women filed. It can disaggregate data on a number of parameters, such as location, type of accusation, case outcome, etc., and generate reports on both the underlying data and the metadata. Over 15,000 cases are currently registered in the EVAW online database.

IDLO supports the cost for the online server, but it plans to transition ownership of the database to the AGO's EVAW Unit. Data is entered in English, Dari and Pashto.

- Legal Aid Online Database (LAOD): The LAOD tracks legal aid cases for the Ministry of Justice and several NGOs. It is designed as both a tracking and a case management tool that assists supervisors to maintain quality and ultimately assist



organizations to distribute services more efficiently. Currently, eight<sup>1</sup> legal aid providers are using the database by entering cases and generating reports for purposes of internal management and to report to their respective donors. Since March 2018, over 14,000 cases from 28 provinces have been entered in the database. The database is in Dari, Pashto and English. A user manual in Dari has also been developed.

- Women's Protection Centers (WPC): IDLO has developed two databases to meet the needs of Women for Afghan Women (WAW) and Voice of Women Organization (VWO). Both databases track the services provided to beneficiaries of the WPCs and are accessible online. They can generate reports at the provincial level.
  - i. The WAW can generate provincial reports on the status of violence against women cases. To date, 4,622 cases have been entered into the database from 12 provinces<sup>2</sup>. The database is in English only.
  - ii. The VWO database is being configured to also capture data of their Family Guidance Center (FGC). It is currently still unused. The database is in English and Dari.

For an overview please see the list of databases in Annex 1.

## UTILITY AND TRANSITION OF THE DATABASES

While the databases were neither meant to be uniform nor designed around interoperability, there are a number of features that they may or should have in common to ensure the databases reflect best practice standards. IDLO and its partner institutions have aspired to include some, or all of the features listed below, but many have not been developed. IDLO hopes to provide guidance to the developers on a minimum set of standards prior to transition of the databases to partner organizations. These commonalities should include, to name a few:

- Security measures;
- Procedures for processing data including authorization and privileges of users;
- Modifications of the database;
- Procedures for deletion of information;
- Identification of sources likely to contribute information to the database;
- Confidentiality levels;
- Procedures for recording and updating data;
- Retention policies; and

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<sup>1</sup> Ministry of Justice, Afghanistan Independent Bar Association/Legal Aid Grant Facility, International Legal Aid Foundation- Afghanistan, Justice for All Organization, Humanitarian Assistance to Women and Children in Afghanistan, Herat Legal Aid Clinic of The Asia Foundation, Medica Afghanistan and Afghan Women Network.

<sup>2</sup> These provinces are Badakhshan, Balkh, Faryab, Jowzjan, Kabul, Kapisa, Kunar, Kunduz, Nangarhar, Takhar, Samangan and Saripul.

- Procedures and mechanisms to check compliance against internal standards and best practices.

As part of its capacity building interventions, IDLO has been encouraging and will encourage leadership of beneficiary organizations to use data to drive each organization's strategic, operational, and tactical decisions.

## THE ASSIGNMENT

In line with IDLO's efforts to transfer responsibility for upkeep and maintenance of these database to its institutional partners, this Database Review will test the quality of the data in these databases, assess their sustainability, identify interlinkages and efficiencies with other data sources and management systems, test their security, and examine their user-friendliness. This Database Review will take place in Kabul.

### Data Quality Testing

Define data quality metrics for each database that will include indicators for 1) reliability, 2) performance efficiency, 3) security, and 4) maintainability of each database. Specifically:

- Develop and conduct several test searches for each database
- Check for completeness, accuracy, uniqueness, timeliness, validity, and consistency of the data. For example:
  - Check if the databases align with the requirements of each organization
  - Check if user interface for each database is friendly
  - Check for data quality and accuracy in the system
  - Check if data is available at a useful frequency
  - Check if data input is timely and data is current, etc.
- Document errors and bugs.

### Sustainability Analysis

- Critically examine and summarize the sustainability plan for each database.
- Review and summarize associated costs, maintenance requirements, and other resources required for continued functioning of the databases.
- Meet with any offices of partner institutions taking over databases and ascertain whether the sustainability and handover plans and timelines are realistic.

### Efficiency Analysis

- Examine whether there are efficiencies that can be created by bringing some uniformity in database collection, such as uniform training forms.
- Examine any efficiency that can be gained through interlinkages with databases being used by the institutions IDLO works with, for example any human resource databases of the partner institutions.

- Examine any overlap or inefficiency caused by the multitude of databases and prominent databases developed for the justice sector (such as the Case Management System, and/or organization-specific databases such as the Pro Bono Database of the Afghanistan Independent Bar Association (AIBA), or other case databases of legal service providers).

#### **Data Security/Vulnerability Assessment**

- Test the security and vulnerability of the data stored in the databases.
- Examine the privacy standards and procedures used to secure the data.

#### **User Manual Review**

- Identify which databases require a user manual.
- Identify if the user manuals make further training necessary for partner institutions.
- Review existing or draft user manuals for user-friendliness and completeness.
- Examine the extent to which policies and practices created for using/managing the databases are adequate to ensure acceptable performance at the application, database, and system levels.
- Analyze whether there are minimal data entry correction standards for database operators.

#### **THE TEAM**

The proposed mission team will be led by a Rule of Law Development Expert and a Technical Expert, supported by a team of technicians. In light of the complex nature of the databases, the Team will need to closely cooperate with the M&E and database teams of the IDLO Afghanistan Program's senior management.

Team Lead: Must have minimum eight years' experience working in legal and/or rule of law development sector in Afghanistan; experience managing, designing, or working with legal databases; Excellent English communication skills.

Technical Expert: Must have an advanced degree in an Information Technology related field, minimum five years' experience working on database development, management or support.

Technicians: Minimum three years' experience working in IT field, specific work experience with database preferred.

#### **TIMELINE AND KEY DELIVERABLES**

The duration of this assignment will be two months from the entry date of the contract. In their proposal vendors should specify the timeline and duration of the below deliverables in the space of two months:

<b>Deliverables</b>
Develop data quality checklist
Meet with database teams and project managers to get introductory presentations on the databases, adjust data quality checklist, and gather information for the summary document.
Create a summary document for all IDLO databases that provide preliminary answers to the sustainability, security, and efficiency analysis questions.
Run first round of data quality testing
Meet with external stakeholders and map relevant non-IDLO databases
Run second round of data quality testing
Review findings, discuss major issues, brainstorm solutions, and preview recommendations with CO teams.
Draft and submit report in English with recommendations

### Technical Evaluation Criteria

Summary of Technical Proposal		Score Weight	Points Obtainable
1	Establishment and experience	30%	210
2	Methodology	45%	315
3	Reporting, quality assurance and mobilization timetable	25%	175
<b>Total</b>			<b>700</b>

Technical Proposal: Establishment and experience		Points Obtainable
1.1	Company profile: Provide number of years of operation, certificate of registration/business licence, VAT registration	50
1.2	Experience in similar projects: Provide evidence of similar scale projects undertaken within past 3-5 years either as copies of prior contracts, or contactable references and details of project size/scope	80
1.3	Experience with other international and government entities: Provide evidence of prior work such as: contactable references, project completion certificates or letters of recommendation from at least 3 International Organizations, embassies, UN or Government Ministries	80
<b>Total Part 1</b>		<b>210</b>

Technical Proposal: Methodology		Points Obtainable
2.1	Proposed methodology for review development: Include details about how the review will be developed, detailed sequencing and timeline, method of data validation, security checks, and gathering institutional input.	125

2.2	Project resources: Provide information about project team, provide CVs, certificates and qualifications of team members. Include how the review team will be composed and/or recruited	125
2.3	Institutional coverage: Provide details as to which partner institutions will be consulted, being specific about the title of the official or departments in the institutions.	65
<b>Total Part 2</b>		<b>315</b>

<b>Technical Proposal – Reporting, quality assurance timeline</b>		<b>Points Obtainable</b>
3.1	Delivery schedule	100
3.2	Quality assurance: Include details of quality control points, assurance mechanisms, validation schedule.	75
<b>Total Part 3</b>		<b>175</b>

## 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:

## FINANCIAL PROPOSAL

### PRICE SCHEDULE

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

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

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

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

*The rates and prices includes 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-I, Terms of Reference**.*

#### Bill of Quantities in U.S. Dollars

##### Internet Services for IDLO Kabul Office

No.	Description	Unit	Qty	Unit Rate USD	Total Amount USD
1	Database Review in accordance with the requirement and deliverables set under Annex 1, Terms of Reference	LS	1		
<b>Total:</b>					



**IDLO Special Conditions of Contract**

**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. Copy of National Identity Card (NIC) and valid passport for the winner bidder's key personal will be required for vetting purposes.
4. 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.

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

Please refer to PDF attachment to the Bid

## IDLO Supplier Code of Conduct

IDLO recognizes the universal and fundamental values enshrined in international instruments in the areas of human rights, labor, environment and anti-corruption.

IDLO expects its Suppliers to respect fundamental social and human rights, and the equal rights of men and women, take responsibility for minimizing the environmental impact of their activities, endorse ethical business practices and reach the following goals:

1. **Supplier Relationships:** The provisions of this Code of Conduct set forth the expectations of all suppliers with whom IDLO does business. IDLO expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third parties. IDLO expects that suppliers ensure that the rules and standards of this Code of Conduct are communicated to the employees and subcontractors.
2. **Promoting the Principles of this Code of Conduct:** IDLO expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.
3. **Subcontracting:** IDLO expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

### **Labor:**

4. **Freedom of Association and Collective Bargaining:** IDLO expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core international principles on Freedom of Association and collective bargaining. IDLO recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.
5. **Forced Labor:** IDLO expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with international rules on forced labor. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification; passports or work permits as a condition of employment.
6. **Child Labor:** IDLO expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The minimum admission to employment

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or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country

permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

7. Discrimination: IDLO does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. IDLO also discourages discrimination regarding access to training, promotion, and rewards.

8. Working Hours: IDLO expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.

9. Compensation: IDLO expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.

#### **Human Rights:**

10. Human Rights: IDLO expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

11. Harassment, Harsh or Inhumane Treatment: IDLO expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

12. Health and Safety: IDLO expects its suppliers to follow all relevant legislation, regulations and directives in country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems, reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

13. Mines: IDLO expects its suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

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### **Environment:**

14. Environmental: IDLO expects its suppliers to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

15. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

16. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

17. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

18. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

### **Drug trafficking and Terrorism:**

19. Drug Trafficking: IDLO expects its supplier to warrant that neither they, nor any of their employees and subcontractors, are engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the goods or services to be provided to IDLO.

20. Terrorism: IDLO expects its supplier to warrant that neither they, nor any of their employees and subcontractors, are engaged directly or indirectly in terrorism, or in the finance or support to terrorists.

### **Bribery & Corruption:**

21. Corruption: IDLO expects its suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

22. Conflict of Interest: IDLO suppliers are expected to disclose to IDLO any situation that may appear as a conflict of interest, and disclose to IDLO if any IDLO official or professional under contract with IDLO may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

23. Gifts and Hospitality: IDLO does not accept any type of gift or any offer of hospitality. IDLO will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. IDLO expects its

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suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to an IDLO staff member in order to facilitate the suppliers business with IDLO.

24. Monitoring and Evaluation: IDLO may conduct on-site evaluations and inspections of its supplier's facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of IDLO that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. IDLO may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with IDLO.