

INTERNATIONAL DEVELOPMENT LAW ORGANIZATION INVITATION TO BID

Reference: ITB No. ITB 00004-TN-2024-ITB

Date: **March 28, 2024**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **Car rental and transfer services in Grand Tunis and several Areas in Tunisia**. The full requirement is described in Annex C.

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

Bids submitted by email must be limited to a maximum of **10MB**, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

IDLO is not bound to accept any Bid, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Bid, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this Invitation to Bid (ITB).

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

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

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

For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on tenders@idlo.int and mention **Clarification ITB00004-2024-TN-ITB** in the subject section of your email.

Deadline for Submission of Proposals:
On or before **Date: April 12, 2024**
Time: 15:00 hours Rome, Italy local time.

Thank you and we look forward to receiving your Bid.

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

**ANNEX A
INSTRUCTIONS TO BIDDERS**

1. General Considerations	<p>In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.</p>
2. Cost of the Bid	<p>The Bidder shall bear all costs associated with the preparation and submission of the Bid.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p>
3. Currency of Bid	<p>Bids shall be nominated exclusively in Tunisian Dinars.</p> <p><i>Note: Local Suppliers must comply with any applicable laws regarding doing business in other currencies</i></p>
4. Language of the Bid	<p>The Bid and all correspondences and documents relating to the Bid exchanged by the Bidder and IDLO shall be written in the English language.</p>
5. Deadline for Submissions of Bid	<p>The Bid shall be addressed to IDLO on or before Date: April 12, 2024 Time: 15:00 hours Rome, Italy local time.</p> <p><i>Note: Proposals submitted by email must be limited to a maximum of 10MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.</i></p>
6. Delivery Term and Place	<p>Services will be delivered within the reserved days in Grand Tunis and several areas in Tunisia after receipt of PO or contract from IDLO to Locations specified In Annex 3 - Terms of Reference.</p>
7. Customs clearance , if needed, shall be done by:	<p><input checked="" type="checkbox"/> N/A</p>
8. Special Packing Requirement or Temperature Control	<p><input checked="" type="checkbox"/> N/A</p>
9. Documents comprising the Bid	<p>The Bid shall comprise the following components:</p> <ol style="list-style-type: none"> 1. Bid Submission Form (see Annex D); 2. Bidder Information Form (see Annex E) 3. Price Schedule (Annex F)
10. Contents of solicitation documents	<p>The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation</p>

	Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.
11. Clarification of solicitation documents	<p>A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on tenders@idlo.int no later than 72 hours prior to the deadline for submission of Bids.</p> <p>Please mention Clarification ITB00004-2024-TN-ITB in the subject section of your email.</p> <p>Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.</p> <p>Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.</p>
12. Amendments of solicitation documents	<p>At any time prior to the deadline for submission of Bids IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.</p> <p>All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.</p> <p>In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Bids.</p>
13. Format, signing, sealing, marking and submission of Bids	<p>The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.</p> <p>The Bid must be submitted using the format specifically detailed in Annex D, E and F.</p> <p>A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.</p> <p>Before the stipulated deadline, the Bidder shall send one email to the following e-mail address: tenders@idlo.int with the Subject: "Submission for ITB00004-2024-TN-ITB"</p>

14. Joint Venture, Consortium, or Association

If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.

The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one bid.

The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.

A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:

- a) Those that were undertaken together by the JV, Consortium or Association; and
- b) Those that were undertaken by the individual entities of the JV, Consortium or Association.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or

	Association shall be subject to the eligibility and qualification assessment by IDLO.
15. Only One Bid	<p>The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ol style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; f) or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Late Bids	Any Bid received by IDLO after the deadline for submission of Bids, pursuant to clause <i>Deadline for the submission of Bid</i> , will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Bid was sent by email but was not properly received due to issues in IDLO mailing system.
17. Validity Period of Bids	All Bids will be valid for 90 days from the deadline for submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Bid. The Bidders may choose not to extend the validity period of the Bid upon request of IDLO.
18. Modification and withdrawal of Bids	<p>The Bidder may modify/withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Bids.</p> <p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause <i>Deadline for Submission of Bids</i>.</p> <p>No Bid may be modified nor withdrawn after the deadline for submission of Bids.</p>

	No Bid may be modified/withdrawn in the Interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid Submission Form.
19. Amendment of the Bid	<p>At any time prior to the deadline of Bid submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IDLO may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Bidders' conference	<input checked="" type="checkbox"/> N/A
21. Right to accept, reject, or render non-responsive any or all Bids	IDLO reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to annul the solicitation process and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.
22. Clarification of Bids	To assist in the examination, evaluation and comparison of Bids, IDLO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.
23. Evaluation of Eligibility and Qualification	<p>In general terms, Bidders that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> a) They are not included in IDLO Sanctions lists (EU, US, UN); b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
24. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.

25. Preliminary Screening	IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.
26. Correction of errors	In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.
27. Due Diligence	<p>IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.
28. Responsiveness of Bid	<p>IDLO will determine the substantial responsiveness of each Bid to the ITB. For purposes of this Clause, a substantially responsive Bid is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.</p> <p>IDLO's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.</p>
29. Evaluation of Bid	All eligible Bids are assessed whether they are compliant, i.e., meet or exceed the specifications of the ITB
30. Right to Vary Requirements at the time of the Award	<input checked="" type="checkbox"/> N/A for Framework Agreement

31. Contract Award	<p>Contract Award shall be granted according to:</p> <ul style="list-style-type: none"> a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B); b) Full submission of Bid Submission Form (Annex D) signed and stamped; c) Full submission of Bidder Information Form (Annex E); d) Full submission of Price Schedule (Annex F) signed and stamped; e) Lowest priced, most technically acceptable/compliant offer;
32. Contract Signature	<p>Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.</p>
33. Debriefing	<p>In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future bids for IDLO procurement opportunities. The content of other bids and how they compare to the Bidder's submission will not be discussed.</p>
34. Payment Terms	<p>IDLO will make payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.</p>
35. General Terms and Conditions and Supplier Code of Conduct	<p>Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.</p> <p>The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.</p>
36. Liquidated Damages	<p><input checked="" type="checkbox"/> Yes - For late delivery of <u>Services</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions.</p> <p>If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services.</p>
37. Partial Bid	<p><input checked="" type="checkbox"/> Permitted</p>

**ANNEX B
PRELIMINARY SCREENING CRITERIA**

A. MINIMUM ELIGIBILITY CRITERIA

Subject	Criteria	Document Submission Requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Certificate of Incorporation/Registration
Tax Revenue	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 22.	Self-Attestation Letter
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Self-Attestation Letter
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Self-Attestation Letter
Certificates and Licenses	<ul style="list-style-type: none"> • Statement whether Export/Import Licenses, if applicable • Brochures 	<ul style="list-style-type: none"> • Cars Catalogue or Brochures (Product Data Sheets) attesting compliance with Technical Specifications as mentioned under Annex B; • Statement Letter that import or license of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; • Customs Import Authorization letter

B. QUALIFICATION CRITERIA

QUALIFICATION		
Previous Experience	Minimum 3 years of relevant experience.	Provide evidence
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Provide copy of contracts
Financial Standing	Minimum average annual turnover of EUR 20.000 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i> Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting an audited financial statement (balance sheets, including all related notes, and income statements) for the last 3 years <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Audited Financial Statements or Bank Statements

ANNEX C TERMS OF REFERENCE

A. About IDLO

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United

Nations in New York and Geneva, and Country Offices in Afghanistan, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, Niger, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

B. Background

IDLO issues this ITB for the purpose of soliciting bids from service providers for provision of Car rental services with and without drivers and Transfer services to carry on IDLO's transportation needs during Meetings, Field visits, Workshops and Training events in Grand Tunis and several areas in Tunisia between May 2024 and May 2025.

C. Condition of Contract and Expected Output

IDLO is looking to establish one or several Framework Agreement(s) with able and qualified Service providers. A Framework Agreement is a type of agreement with its terms and conditions under which procurement of goods or services can be effected over a specified period, but which places no obligation on IDLO to order any minimum or maximum quantity. All terms and conditions including the prices will remain unchanged during the period of the Framework Agreement(s).

Each Framework Agreement will have its specified list of services, indicating the upper ceiling price agreed at the ITB stage. The upper ceiling price list (as well as discounted rates, if

applicable) are provisional and are intended solely for the purposes of evaluation and comparison of Bids and to determine the upper ceiling limit in the Framework Agreement.

The Service Providers cannot go beyond the upper ceiling price. After entering into a Framework Agreement, IDLO shall place order on a "need basis". IDLO shall initiate a secondary Tender to request confirmation from the Supplier on its goods and services availability and pricess by email. The Supplier shall confirm by return email within 48 hours (including any applicable discounts).

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

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

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

D. Institutional Arrangement

IDLO's request will be made to the car rental company prior to 3 days (minimum) of the desired date.

After entering into a framework agreement with a service provider(s), bookings shall be placed on a need basis upon confirmation of availability on the required dates/days and a Work Order (WO) shall be issued to confirm the booking within 3 working days of the expected commencement of the services.

At the time of placement of the bookings which shall be made through duly authorized work orders, the exact location, services required and corresponding amounts (lifted from the Framework Agreement) shall be indicated. Bookings are made with specific service providers and may not be transferrable or subcontracted to other transport service providers.

IDLO will be responsible for providing fuel. The contractor will be responsible for providing vehicles, drivers and vehicle maintenance services. (Fuel mileage and locations will be tracked via a logbook).

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

Along with Work Order, and as stated in Annex "F" Price schedule section of "Technical specifications", service provider is invited to submit Car registration documents , Driver(s) name(s) and contact details to IDLO procurement focal point (PFP) upon issunace of a Work Order of described service (s) and before the service (s) will take place.

E. Specifications for After-Sale Service for rent a Car without Driver

1. Replacement Vehicles: Specify the process for providing a replacement vehicle if the rented car becomes inoperable due to mechanical issues. Ensure that customers have access to a replacement while their vehicle is being repaired.

2. Damage Reporting: Clearly communicate the process for customers to report any damages to the rented vehicle during their rental period. This should include reporting requirements, timelines, and potential fees for damage repairs.

3. Cleaning and Return Condition: Detail the expectations for returning the vehicle in terms of cleanliness and overall condition. Outline any cleaning fees that may be incurred if the car is returned excessively dirty.

F. Minimum Qualifications and Requirements for Vehicle(s)

Car without Driver Service:

***Type of Vehicle:** The provided vehicle preferably should be a 4*4 SUV or other large vehicle preferably equipped with automatic transmission to ensure both comfort and enhanced safety

***Condition of vehicle:** the vehicle should be in excellent / pristine condition and have a recent manufacturing year minimum 2022 or later.

***Characteristics of the Vehicle(s) :** Soft skin vehicle, preference for the engine (4 or 6 cylinder engine), gasoline injection, automatic transmission vehicle, 4 or 5 stars Euro NCAP rating

***Geolocation Assistance:** Geolocation assistance is required for logistical and safety fleet management. This includes real-time vehicle location tracing and remote immobilization capabilities.

***Insurance:** The vehicle must have comprehensive insurance with third party liability coverage.

***Documentation:** All relevant documents related to the vehicle, such as the vehicle registration document and insurance card, must be provided to IDLO at the time of contract signing, along with the vehicle itself.

***Cleanliness:** The vehicle should be clean both inside and out and free from any unpleasant odors.

The Vehicle shall, as a minimum, be equipped with:

- a. Spare tire, the necessary accessories (spanner, jack, etc.);
- b. Emergency kit box and Emergency/Accident Early Warning Device (EWD);
- c. Operational lap and shoulder seat belts for passengers in the most forward seat, and lap type belts for all other passengers. The Contractor shall always maintain seat belts in operating order;
- d. Fire extinguishers;
- e. Heating and cooling system of enough capacity and operability to maintain passenger comfort during periods of hot and cold weather;
- f. FM radio;
- g. Functional lights
- h. Functional screen washers
- i. Functional horn
- j. Functional Door lock from Inside/outside
- k. High-quality tires
- l. One Hazard warning triangles
- m. One Crick / Vehicle Jack hi-lift

G. Duration of the Work

The duration of the initial Framework Agreement for Service is 12 months with an option to extend at the same price, terms and conditions and existing needs for an additional 12-months period subject to satisfactory performance and agreement by both parties.

H. Work Location

Services are to be delivered within the Grand Tunis and in several Tunisian governorates.

I. Qualifications of the Successful Contractor

Minimum Qualification and Experience of the Company Driver : Car with Driver Service

- *The Supplier shall submit a Valid Business Registration Certificate / Tax Certificate.
- *The Supplier shall have at least 3 Years of working experience in Vehicle Rental Services in Tunisia.
- *The driver shall adhere to acceptable professional behavior standards and have a client-oriented attitude. Unacceptable behavior Includes harassment or discrimination based on race, creed, color, sex, age, sexual orientation, or national origin.
- *Food and Accommodation for the Driver(s) during the official working hours and official journey shall be borne by the contractor.
- *The Driver shall provide an active mobile number for communication In case of a breakdown or emergency.
- *The Driver needs to know read, write and speak the local language (basic French and English is so appreciated).
- *The Supplier will be responsible for the behavior and actions of the Driver(s) and will liable to provide an Immediate replacement In case of complaints/misconduct. He shall be fully responsible for all services performed by its employee and shall for this purpose employ qualified, competent, and well-trained drivers to perform the services under the framework agreement.
- *The contractor and its employees shall conform to all applicable laws, regulations, and ordinances promulgated by legally constituted authorities.
- *Any driver assigned to IDLO is expected to be well groomed, have a clean uniform, and have all necessary documents for both the vehicle and himself as required by statutory transport authorities in Tunisia.

J. Minimum Qualifications and Requirements for Vehicle(s)

Car with Driver Service:

- *IDLO TUN does not have a preference as to the make or model of the car, as long as it is compliant with the minimum requirements.
- *Characteristics of the Vehicle(s): Soft skin vehicle, preference for the engine (4 or 6 cylinder engine), gasoline injection, automatic or manual transmission vehicle, 4 or 5 stars Euro NCAP rating
- *The Supplier must deploy fleet Vehicles whose models are no less than the production year 2014.
- *The Supplier must provide a list of Vehicles attached to a contracted insurance policy.
- *All Vehicles shall be affixed with Number Plates as required by law for use of IDLO.
- *The Supplier will be held responsible for regular Maintenance Services for the rented vehicles.
- *The Vehicles provided by the Supplier must be fully functional and shall have tools and equipment as per Annex I - Standard Vehicle Equipment Checklist.

* In the case of serious mechanical breakdowns, the Contractor will be asked to deploy an alternative fleet within 3-6 Hours depending on the location.

*The contractor must ensure the vehicle assigned to IDLO meets all safety standards. All seat belts and air conditioning systems must be functional, and the external and interior of the car must be clean at all times. Car mats and car seats must be in presentable condition. Wipers lock headlights and break lights must be in proper working condition.

Service Level Agreement	DESCRIPTION	FOCUS	STANDARD/SERVICE LEVEL
Avaibility	Availibility of requested vehicles	100% availability every time a request is made by IDLO to provide Vehicle	95% of times, the Supplier should cater to request
Safety and Security	Tools and equipment	Ability to provide IDLO a well maintained vehicle complete with standard mandatory tool box, functional headlights, break lights, seat belts,stocked first aid kit, fire extinguisher, spare tires and any other additional safety tools and equipment expected to be in a vehicle.	Zero mechanical related vehicle breakdown expected
	Security	Ability to provide IDLO with high Car safety equipment standards , pristine condition and clean . and responsive to Passenger request.	
Problem Solving	Mechanical breakdown	Zero breakdown following maintenance of Vehicles before deploying to IDLO Missions. Ability to immediately dispatch rescue vehicle in the event of a mechanical breakdown	98% of Missions should witness zero Vehicle breakdown issues, less than 98% is not acceptable. Immediately
	Complaint handling	Ability to resolve complaints within a day from the date it is raised	Within a day from the date the complaint is raised
	Accidents	Ability to dispatch rescue and recovery vehicle and ambulances	Immediately

		in the unlikely event of an accident	
Quality/ aesthetics	Exterior/Interior	<p>Ability to provide clean Vehicle (Windscreen, front and rear passenger seats, aircon filters, nubs, including seat belts and storage cabins fully clean).</p> <p>Ability to maintain a clean interior with functional air condition, clean car mats, presentable and clean seat..</p>	No complaints by IDLO passengers on cleanliness of Vehicles

The Vehicle shall, as a minimum, be equipped with:

- a. Spare tire, the necessary accessories (spanner, jack, etc.);
- b. Emergency kit box and Emergency/Accident Early Warning Device (EWD);
- c. Operational lap and shoulder seat belts for passengers in the most forward seat, and lap type belts for all other passengers. The Contractor shall always maintain seat belts in operating order;
- d. Fire extinguishers;
- e. Heating and cooling system of enough capacity and operability to maintain passenger comfort during periods of hot and cold weather;
- f. FM radio;
- g. Functional lights
- h. Functional screen washers
- i. Functional horn
- j. Functional Door lock from Inside/outside
- k. High-quality tires
- l. One Hazard warning triangles
- m. One Crick / Vehicle Jack hi-lift

K. Scope of Tender Price and Schedule of Payments

After entering into a Framework Agreement, IDLO shall place bookings through work order on a “need basis”.

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

The confirmed award shall be in the form of a duly authorized Work Order. The Work Order shall include the services required, and corresponding amounts shall be indicated for the specific booking/event in each case. The Service Provider shall return the signed copy of the Work Order within 24 hours of receipt by email.



The contractor shall submit all invoices for trip vouchers issued, with specific reference to the email request or work order. If any of the invoices submitted does not comply with the authorized entitlement or do not conform to the instructions as given in the email or work order, IDLO shall only pay the amount authorized. Payments to the contractor will be processed via Cash or bank transfer.

**ANNEX D
BID SUBMISSION FORM**

(This Form must be submitted using the Supplier's Official Letterhead/Stationery in the format specified below)

Dear Sir / Madam,

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

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

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

We hereby accept the IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

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

Company/Organization: _____

Name: _____

Title: _____

Date: **Select date**

Signature: _____

Duly authorized to sign this Bid

**ANNEX E
BIDDER INFORMATION FORM**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB ref number]		
Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you an IDLO vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert IDLO vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]		
Contact person that IDLO may contact for requests for clarifications during Bid evaluation	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years ▪ Cars Catalogue or Brochures (Product Data Sheets) attesting compliance with Technical Specifications ▪ Business Brochure ▪ Statement Import License 		

ANNEX F PRICE SCHEDULE

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.

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

Lot	Item Name	Description	Unit of Measure	Compliance with Technical Specifications in Annex B	Unit rate in TND VAT Included	Total amount in TND VAT Included
1.	Car Rental Without driver	<p>Condition: The vehicle should be in excellent/pristine condition and have a recent manufacturing year minimum 2022 or later.</p> <p>Type of Vehicle: the provided vehicle should be a 4*4 SUV or other large vehicle,preferably equipped with automatic transmissionto ensure both comfort and enhanced safety.</p> <p>Geolocation Assistance: Geolocation assistance is required for logistical and safety fleet management.This includees real time vehice location tracking and remote immobilization capabilities .</p> <p>Insurance: The veicle must have comprensive insurance with third-party liability coverage.</p> <p>Documentation: All relevant documents related to the vehicle , such as the vehicle registration document</p>	Day	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach) <u>Please specify Car (s)</u> 1- 2-		

Lot	Item Name	Description	Unit of Measure	Compliance with Technical Specifications in Annex B	Unit rate in TND VAT Included	Total amount in TND VAT Included
		and insurance card, must be provided to IDLO at the time of contract signing, along with the vehicle itself. Cleanliness: The vehicle should be clean both inside and out and free from any unpleasant odors.				
2.	Car Rental/ Vehicle with Driver	Transfer Airport to Grand Tunis (up to 3 passengers)	Transfer/Car	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
3.	Car Rental/ Vehicle with Driver	Transfer Airport to Grand Tunis (up to 8 passengers)	Transfer/Car	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
4.	Car Rental/Vehicle with Driver	In Grand Tunis (1 Day)	Car/Day	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach) <u>Please specify Car :</u> -		

Lot	Item Name	Description	Unit of Measure	Compliance with Technical Specifications in Annex B	Unit rate in TND VAT Included	Total amount in TND VAT Included
5.	Car Rental/Vehicle with Driver	In Grand Tunis (Half Day)	Car/Day	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach) <u>Please specify Car:</u> -		
6.	Car Rental/Vehicle with Driver	Transfer to and from: Tunis/Region who distance is between 50 km and 150 km including gasoline costs	Transfer/Car	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach) <u>Please specify Car:</u> - -		
7.	Car Rental/Vehicle with Driver	Transfer to and from: Tunis/Region who distance is more than 150 km and less than 300 km including gasoline costs	Transfer/Car	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach) <u>Please specify Car:</u> - -		

Lot	Item Name	Description	Unit of Measure	Compliance with Technical Specifications in Annex B	Unit rate in TND VAT Included	Total amount in TND VAT Included
8.	Car Rental/Vehicle with Driver	Transfer to and from : Tunis/Region who distance is more than 300 Km including gasoline costs	Transfer/Car	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach) <u>Please specify Car:</u> - -		
9.	Mini Van with driver	Transfer to and from: Tunis/Region who distance is between 50 Km and 150 Km including gasoline costs	Transfer/MiniVan	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
10.	Mini Van with driver	Transfer to and from: Tunis/Region who distance is more than 150 Km and less than 300 Km including gasoline costs	Transfer/MiniVan	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
11.	Mini Van with driver		Transfer/MiniVan	<input type="checkbox"/> Comply		

Lot	Item Name	Description	Unit of Measure	Compliance with Technical Specifications in Annex B	Unit rate in TND VAT Included	Total amount in TND VAT Included
		Transfer to and from: Tunis/Region who distance is more than 300 Km including gasoline costs		<input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		

<p>Name, position and signature of the Bidder</p> <hr/> <p><i>Duly authorised to sign this Bid</i></p> <p>Date:</p>	<p>Bidder's Stamp</p>
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ANNEX G
IDLO SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Car Rental and Transfer services . Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Car rental and Transportation services .

Place of delivery	Grand Tunis and Several areas in Tunisia
Delivery date	The Framework Agreement will be signed for a period of up to 12 months with possibility of extension of another 12 months depending on performance and fund availability. IDLO is not obliged to use the services provided by the Contractor. IDLO will review the quality of services and deliverables after 12 months of provision of services. Subject to satisfactory performance and agreement by both parties the Framework Agreement may be extended for 12 months. The overall duration of the contract will not exceed 24 months. The prices will remain unchanged during the period of contract implementation.
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of all goods/ provision of services and upon receipt of the complete and correct invoice by the service provider.

**ANNEX H
IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR
SERVICES
AND
IDLO SUPPLIER CODE OF CONDUCT**

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

The documents are available on IDLO Procurement Website:

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_goods_august_2020.pdf

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_feb_2022.pdf

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