

INVITATION TO BID (ITB) No. N_87_MYA_20
PROCUREMENT OF CONTRACT WITH TRANSPORT SERVICE PROVIDERS MYITKYINA

Date: 17th January 2020

Dear Sir/Madam,

You are kindly requested to submit your bid for services described in this ITB.

Bidders requesting clarification on provisions stipulated in this ITB shall communicate those in writing to tenders@idlo.int no later than 72 hours prior to the deadline for submission of bids. The requests for clarification will have “Request for clarifications for ITB No. N_87_MYA_20” mentioned in the subject line of the email.

By submitting a bid in response to this information, bidders are confirming acceptance of IDLO’s General terms and conditions and payment policy of within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB is comprised of:

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Bids shall be submitted in paper within a sealed envelope to the following IDLO Office location no later than **3rd February 2020, 17:00 Myanmar time.**

IDLO/Rule of Law Centre in Myitkyina, located at No.(178), Shwe Taung Street, Myothit Quarter, Myitkyina, Kachin State.

The prices will remain unchanged during the period of contract implementation.

Envelopes should have “ITB No. N_87_MYA_20: PROCUREMENT OF TRANSPORT SERVICES” written on them.

Instructions to Bidders:

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| Pre-Qualification Requirements | <p>Bidders are required to submit the following documents (copies) to ascertain their qualification:</p> <ol style="list-style-type: none">1. Proof of vehicle ownership, vehicle roadworthy certificates and driver licenses2. Annexes B & C duly filled, signed and stamped <p>Failure to submit the required documentation above may result in disqualification from the bidding process.</p> |
| Determination of Bids Responsiveness | <p>Prior to the detailed evaluation of bids, IDLO shall determine whether each bid</p> <ol style="list-style-type: none">a) has been properly signed;b) all required annexes have been completed and attached. |
| Correction of errors | <p>Bids determined to be substantially responsive shall be checked by the IDLO for any arithmetic errors. Errors shall be corrected by the IDLO as follows:</p> <ol style="list-style-type: none">a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; andb) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern.c) The amount stated in the bid shall be adjusted by IDLO in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. |
| Evaluation Criteria | <p>Evaluation and award of bids will take into account the following:</p> <ol style="list-style-type: none">1. Submission of pre-qualification supporting documents2. Submission of signed annexes B and C3. Price |

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| Award of Contract | <p>IDLO shall award the Contract to the Bidder(s) whose offer has been determined to be the lowest evaluated bidder(s) substantially responsive to the ITB.</p> <p>IDLO reserves the right to accept or reject any bid and to annul the solicitation process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder or Bidders of the grounds for the IDLO's decision.</p> |
| Late Bid Submission | Late bids or bids received through another channel than the one mentioned in this ITB will be automatically disqualified. |
| Partial bids | It is understood that service providers will be able to provide the full range of services as outlined, in at least one of the four requested locations. |
| Validity of bids | 90 days from deadline for submission of bids. |
| Currency of bids | MMK |
| Required attachments to the bid | <p>The bid will consist of:</p> <ul style="list-style-type: none"> - Annexes B and C duly completed - Documents referred to under Qualification Requirements (if required) - Any other supporting documents that bidder considers relevant |

This Invitation to Bid is not construed in any way as an offer and/or commitment to contract with any company.



Annex A:

Terms of Reference/Technical Specifications

IDLO is the only intergovernmental organization exclusively dedicated to promoting the rule of law and access to justice. IDLO enables governments and empowers people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity.

The overall objective of procurement in IDLO is the timely acquisition of goods and services in support of IDLO activities in a competitive and transparent manner while ensuring fitness of purpose and the Best Value for Money.

IDLO procurement activities adhere to the principle of fairness, competition and transparency.

The International Development Law Organization Myanmar office invites eligible companies to submit offers for the provision of **car rental services** to be delivered to the IDLO Office located in Yangon, and Rule of Law Centres located Taunggyi, Mandalay, and Myitkyina, for a 12-month period. The service includes providing a driver, legally mandated vehicle insurance and regular maintenance and upkeep of provided vehicle.

Location:

- **IDLO/Rule of Law Centre in Myitkyina, located at No.(178), Shwe Taung Street, Myothit Quarter, Myitkyina, Kachin State.**

For each of the four locations, IDLO requires:

1. A vehicle type 7-seater Mini Van (2009 or newer), 4/5 door MPV, Four-Wheel Drive;
2. A competent English-speaking properly licensed driver, with at least 2 years of experience;

The transportation services provided by the vehicle and the driver, inclusive of fuel, maintenance, insurance and any other applicable costs or input, will be available 7 days a week according with the following modalities:

Modality A: From Monday to Friday, from 8:30 – 17:30 on the ready and always available.

Modality B: Every Weekend and Official Holidays, from 8:30 – 17:30 as needed and upon formal request.

Modality C: From Monday to Friday, before 8:30 and after 17:30, as needed.

Modality D: Every Weekend and Official Holidays, before 8:30 and after 17:30, as needed and upon formal request.

Contractor may be required to provide IDLO of all registration/logbooks for the vehicles indicating owner/operator and Vehicle Identification Number (VIN).

Experience: The contracted company shall have at least 5 years of prior successful experience in car hire operations. The contracted company shall be expected to own their vehicles and not to have them franchised or rented through third parties.

Vehicle Requirements: Each vehicle should comply with following conditions:

1. the vehicles must have a valid registration during the operating period and valid number plates.
2. the vehicles shall always be in good operating condition and be maintained in safe operating conditions. The Contractor shall bear full responsibility for the preventive and remedial maintenance of the vehicle.
3. The Vehicles shall not display the IDLO or any other organization's name or logo
4. The Contractor shall conduct regular maintenance and cleaning the exterior, the windows and interior of the vehicles at their own cost
5. A neat "as new" internal decoration (upholstery, ceiling fabric, floor finishes) and external appearance (waterproof roofs and windows, door and emergency exits in excellent operational conditions at all times).
6. 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. The speedometer and kilometer/mileage counter in working condition
7. The Contractor shall always display on the windshield the Insurance;
8. All vehicles provided for the service must have proper and current registration from the Republic of the Union of Myanmar (RUM) relevant authorities. Proof of the registration must be provided, with copy of vehicle logbook submitted prior to award of Contract;
9. The vehicle provided should be less than number (10) years Old i.e. 2009 and above models.
10. The Contractor shall bear full responsibility for the preventive and remedial maintenance of the vehicle.
11. In case of any dispute between the driver and local authorities, the vendor has the responsibility to settle it at its own cost; if not possible the company is obliged to replace this vehicle with another which will enable the IDLO Myanmar to continue with its operation.
12. Vehicle maintenance scheduling shall need to be an integrated part of Service Level Agreement. Vehicle servicing to be scheduled automatically based on vehicle age, mileage, condition of vehicle and any other measurable data available (e.g. engine performance, oil quality). Service score card shall be updated for each vehicle with focus areas including:

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- a. Detail service report on vehicle to be conducted at each service and results to be submitted to IDLO Myanmar in order to assist in tracking the vehicle condition;
 - b. Provide maintenance statistics to allow the monitoring of vehicle servicing;
 - c. Consistent service history available for all vehicles.

Staff Requirements:

1. The Contractor's employees shall be trained, fully qualified, and physically able (e.g. sight tested) to perform their duties. At all times, the Contractor's employees shall adhere to acceptable professional behavior standards. Unacceptable behavior includes harassment or discrimination based on race, creed, color, sex, age, sexual orientation or national origin. In addition, all drivers shall express a client-oriented attitude and provide professional and polite service to all users of the vehicles.
2. The Contractor shall have written policies and procedures covering qualifications, training, and drug testing and employee duties for all drivers. The Contractor shall establish and maintain a policy for the testing of drivers for the presence of controlled substances. In addition, the policy shall include a procedure for testing drivers who have been involved in an accident.
3. All drivers should have achieved the legal compulsory education as per Myanmar laws and should be able to communicate in English.
4. The Contractor shall ensure that all drivers wear appropriate and professional attire and wear/display an identification badge/name plate that displays the Contractor's name, employee name and picture of the employee.
5. All drivers of the Vehicle(s) shall have a minimum of two (2) years of experience as professional drivers, in addition to meeting all minimum standards as required by the Republic of the Union of Myanmar law.
6. The Contractor shall ensure that Drivers possess valid operating credentials and valid licenses in their possession while the vehicle(s) is being driven.
7. Drivers must not speak on mobile phones while the vehicle is in motion.
8. The Contractor will provide full details of the driver assigned to each vehicle and will notify IDLO in writing in case of changes.
9. The Contractor's employees shall cooperate and comply with instructions on completion of necessary forms (provided by IDLO) necessary to track all trips for purposes of cost control and audit.
10. Contractor must settle all claims with third parties including for accidents without involving IDLO.
11. All drivers shall have a cell phone for communication purpose and numbers shall be provided to respective IDLO Myanmar Field Office Operations staff;
12. IDLO Myanmar Field Office will be responsible for approving/accepting that the vehicle/s are delivered in good mechanical repair and condition;
13. The vehicles and drivers provided to IDLO will be used exclusively for this purpose and will not be engaged in any other work during working hours;

14. All vehicles must maintain a logbook of all travel conducted during duty hours and any overtime trips. This logbook should be submitted to the Administrator at the end of each month.
15. Vehicle hire to other regions, or vehicle hire during critical periods to be determined by IDLO operational requirements, e.g., elections, Crisis requirement period, may require the services of the vehicle and driver for longer periods as needs require.
16. The Contractor should have the capacity to meet additional requirements on request.

In addition to above requirements, the vendor must comply with the following general conditions:

1. **Punctuality & Safety** - The contractor shall provide the transportation services to IDLO Myanmar in a manner that results in the punctual pick-ups and delivery of the staff. It shall carry out these services in the full observance of safety and road traffic regulations of the Republic of the Union of Myanmar.
2. **Singularity of Contract** – The Contractor’s employees shall not enter into any separate arrangement(s) with IDLO staff members or assigned non-staff, for whom service is directly provided, that is non-compliant with the terms and conditions of this contract entered into by the Contractor and IDLO.
3. **Penalty** – Where delay, non-performance and ex-contract arrangements, jointly or severally, results in added cost to IDLO, a penalty equivalent to the additional cost incurred shall be meted on the Contractor - the cost to be determined solely by IDLO.
4. **Insurance Coverage** - The contractor must comply with relevant national insurance laws and provide insurance coverage for all passengers and third parties.
5. **Security** - The vendor shall accept full responsibility including security of all vehicles supplied including security of the drivers. The vendor will be liable if any security incidents occur that has a relation to its drivers or vehicles.
6. **Interruption of Service** - The vendor shall provide continuous transportation services. If vehicle is not in good road worthy condition or driver is absent or unavailable, the vendor has the responsibility to provide a replacement vehicle within 3 hours. If driver is sick or absent, the contractor shall provide replacement of driver on time before the relevant shift. If transportation service is disrupted and substitution measures are not in place, IDLO Myanmar Field Office retains the right to:
 - a. deduct the rental fee as per the contract agreement or
 - b. rent a replacement and deduct the costs incurred
 - c.

Payment Terms:

Payment will be made monthly, within 30 days from receipt of invoice and certification of services in accordance with the terms of the contact. IDLO will pay the Contractor according to the modality of service as per *Scope of Services*:

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- Modality A: IDLO will pay a fixed daily amount per vehicle engaged, per location; IDLO will pay for actual worked days per month;
 - Modality B: IDLO will pay for actual hours of services being provided per month;
 - Modality C: IDLO will pay for actual hours of services being provided per month
 - Modality D: IDLO will pay for actual hours of services being provided per month.

For purpose of accountability of time and kilometers utilized, a time and mileage logbook will be kept in each car, to be filled and signed by the IDLO Operation Staff or any Staff, assigned non-IDLO Staff that is a passenger after each trip is completed. The original logbook along with the invoice shall be submitted to IDLO by vendor at the end of each month, when submitting a request for payment.

Bookings are made with specific service providers and may not be transferrable or sub-contracted to other transport service providers.

Annex B: Bid Submission Form

To: IDLO

Dear Sir/Madam,

Having examined the Invitation to Bid (ITB), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver services in conformity with the said Invitation to Bid as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to perform in accordance with the Contract to be entered into with IDLO for the period of 12 months for the services enumerated in the price schedule, per the terms of reference in Annex A.

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

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| Date: | |
| Name, Signature & Position: | |
| Duly authorized to sign the bid for and on behalf of: | |

Other notes:

- Kindly note that the services quoted shall correspond to the TORs given in Annex A above.

Annex C – Price Schedule

Prices must be indicated in MMK (Kyats) and inclusive of VAT and all applicable Taxes

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| Service Provider Name | |
| Service Provider Full Address | |

| SERVICE MODALITY | Unit of Measure | Unit price in MMK (Kyats) including taxes |
|---|-----------------|---|
| Transportation services provided as specified in <i>Annex A – Scope of Services</i> and identified as “Modality A” for 5 office locations (10 hours a day – from 8:30 to 17:30, Monday-to-Friday) | | |
| “Modality A” Rate for Myitkyina Rule of Law Centre | Day | |
| Transportation services provided as specified in <i>Annex A – Scope of Services</i> and identified as “Modality B” for 5 office locations (Weekend and Official Holidays, from 8:30 to 17:30) | | |
| “Modality B” Rate for Myitkyina Rule of Law Centre | Hour | |
| Transportation services provided as specified in <i>Annex A – Scope of Services</i> and identified as “Modality C” for 5 office locations (From Monday to Friday, before 8:30 or after 17:30) | | |
| “Modality C” Rate for Myitkyina Rule of Law Centre | Hour | |
| Transportation services provided as specified in <i>Annex A – Scope of Services</i> and identified as “Modality D” for 5 office locations (Weekends and Official Holidays, before 8:30 or after 17:30) | | |
| “Modality D” Rate for Myitkyina Rule of Law Centre | Hour | |
| | | |
| Any other cost not itemized above: Please specify for which mode the cost is applicable and clearly indicate cost and unit of measure | | |

Note: The prices will remain unchanged during the period of Contract implementation. IDLO will not be responsible for any associated costs not clearly noted and reflected above in the cost schedule.

SELECTION/AWARD CRITERIA

Quotations shall be evaluated based on the lowest priced quotation meeting all technical requirements indicated above. IDLO reserves the right to physically inspect the vehicles prior to award of Framework Agreement and any Work Order.

| Name, position and signature of the official representing requested entity | Stamp (if applicable) |
|---|------------------------------|
| <hr/> <i>Duly authorised to sign this quotation</i> Position: Date: | |

Annex D - 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 Goods. 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 Goods.

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| Place of delivery | IDLO Country Office Myitkyina No.(178), Shwe Taung Street, Myothit Quarter, Myitkyina, Kachin State. |
| Delivery date | The Contract will be signed for a period of 12 months. IDLO is not obliged to use the services provided by the Contractor. Subject to satisfactory performance and agreement by both parties the contract may be extended a further 12 months at the same rates terms and conditions. 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 E - IDLO General Terms and Conditions for the Procurement of Services

Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions for the Procurement of Services.

Annex F

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.