

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION
INVITATION TO BID**

Reference: ITB N_UG_2021_07

Date: December 1, 2021

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **Procurement of Two (2) Used Diesel 10-Seater Vans**. 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) and Specifications	Annex C
d.	Bid Submission Form	Annex D
e.	Bidder Information Form	Annex E
f.	Price Schedule	Annex F
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct	Annex H

For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on tenders@idlo.int and mention **Clarification ITB No. N_UG_2021_07** in the subject section of your email.

Deadline for Submission of Proposals:
On or before **Date: December 16, 2021**
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
Uganda 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 Uganda Shillings</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: December 16, 2021 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>Incoterms Delivery Duty Paid (DDP)</p> <p>Goods will be delivered 21 days after receipt of PO or Contract from IDLO to Plot 9 Saddler Lane Naguru, Kampala Uganda</p>
7. Customs clearance , if needed, shall be done by:	<p><input type="checkbox"/> IDLO <input checked="" type="checkbox"/> Supplier <input type="checkbox"/> N/A</p>
8. Special Packing Requirement or Temperature Control	<p><input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes</p>
9. Documents comprising the Bid	<p>The Bid shall comprise the following components:</p> <ol style="list-style-type: none"> 1. Bid Submission Form (see Annex D); 2. Bidder Information Form (see Annex E) 3. Price Schedule (Annex F)

10. Contents of solicitation documents	The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.
11. Clarification of solicitation documents	<p>A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on tenders@idlo.int no later than 72 hours prior to the deadline for submission of Bids.</p> <p>Please mention Clarification ITB No. N_UG_2021_07 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 ITB No. N_UG_2021_07"</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 <input type="checkbox"/> Yes
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> <ul style="list-style-type: none"> a) They are not included in IDLO Sanctions lists (EU, US, UN); b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with IDLO General Terms and 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	<p><input type="checkbox"/> N/A for Framework Agreement</p> <p><input checked="" type="checkbox"/> Yes - At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of 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>

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 and inspection of all goods, Transfer of all Log books 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 type="checkbox"/> N/A</p> <p><input checked="" type="checkbox"/> Yes - For late delivery of <u>Goods</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 23 of the General Terms and Conditions.</p> <p>Liquidated damages for inferior quality or non-conformance of specifications of Goods will be assessed on a case-by-case basis in accordance with the severity of the problem as determined solely by IDLO. The application of this liquidated damages provision shall not relieve the Contractor of its obligations or liabilities pursuant to this Contract.</p>
37. Partial Bid	<p><input checked="" type="checkbox"/> Not permitted (All or Nothing)</p> <p><input 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 Trading Licence Tax Clearance 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"> • Duly authorized to act as Agent on behalf of the Owner of the Vehicles, if bidder is not the Owner • Quality Certificates for the Vehicle 	<ul style="list-style-type: none"> • Road Worthiness Inspection Certificate • Written Authorization to act as Agent on behalf of the Owner of the Vehicles, if bidder is not the Owner

B. QUALIFICATION CRITERIA

QUALIFICATION	Criteria	Document Submission Requirement
Previous Experience	Minimum two (2) years of relevant experience.	Copy of Contracts or Reference Letters
	Minimum two (2) contracts of similar value, nature and complexity implemented over the last three years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Copy of Contracts/Purchase Orders or Reference Letters
Financial Standing	Minimum average annual turnover of USD 50,000 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Audited Financial Statement or Audited Book Accounts
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	

TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS

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, 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 purposes of soliciting bids for supply of **two (2) Diesel 10-Seater Vans** for its implementing partners in the Uganda Country Office. Only vendors who can supply both vehicles will be considered for evaluations. The vehicles should meet the technical requirements as prescribed in para. **C. Technical Specifications**.

C. Technical Specifications:

Description	Specifications
Body Type:	Van
Driving Side	Right Hand Drive
Drive Train:	4WD
Transmission:	Manual
Engine Type:	4 Cylinder in line
Displacement:	cm ³ 2488cc, (2.5L) - 2982cc, 3.0L
Dimensions:	approx. 1980x1695x4695mm or more
Ground Clearance:	140mm – 160mm
Odometer Mileage:	No more than 120,000km (<i>lowest mileage will be considered</i>)
Fuel Type:	Diesel
Fuel Tank Capacity:	55L - 65L
Fuel System:	Common Rail Type
No. of Cylinders & Arrangement:	4-Cylinder
Valve Mechanism:	VARIABLE DOUBLE OVERHEAD CAM
Max. Output	kW / rpm 111kW @ 4800rpm (148.9 hp)

Max. Torque	Nm / rpm 241Nm @ 3800rpm (177.7 lb-ft)
Max. Speed:	km/h 180
No. Passenger Fully installed seats:	10-seater (EXECUTIVE)
Seats Material:	Fabric
Safety Seat Belts:	Front & Rear Seats 3-point seatbelts for all seats
SRS Airbags:	Front Airbags, Driver, and front Passenger Airbags
Power Windows	Driver and FR Passengers
Head Lamps:	Halogen
Brake Control System:	ABS
Fog Lamps:	LED Front fog lamps
Airconditioning:	Front and Back AC
No. of Axles:	2
Tyre Size:	195/80R15
Spare Tyre, Car Jack, Wheel Spanner	1 of each
Radio	FM Radio
Vehicle Keys	2 Keys
Year of Manufacture:	Range 2007 to 2010
Registration:	FIRST TIME REGISTRATION IN UGANDA
Insurance	3 rd Party Insurance
Warranty	6 months

D. Key Performance Indicators (KPIs) and Vehicle Checklist

On delivery, the Vehicles will be inspected and checked for but not limited to the following:

	Service Level	Key Performance Indicator	IDLO Acceptable Standards
1	Vehicle Documentation	- Availability of Owner Manual - Road Worthiness Inspection Certificate	All prescribed documentation available upon delivery of vehicles
2	Visible Damages	Presence of damages or rust	Vehicle should have original paint and no rust at all
3	Vehicle Mileage	Authentic odometer readings (matching with all the vehicle paperwork)	Odometer reading should match with the official vehicle documents and stickers
4	Service History	Availability of vehicle service history logs	All vehicle service logs should be present and available upon delivery of vehicles
5	Vehicle Registration	Vehicles must be fully transferred to IDLO	Vehicle log books must indicate IDLO as full owner
6	Pre-delivery Inspection (as per Annex 1 – Vehicle Checklist attached)	Vehicle will be inspected thoroughly for mechanical fitness by IDLO appointed mechanic	All minor mechanical problems will be fixed at vendor cost while vehicle(s) with major mechanical problems will be rejected

Annex I – Vehicle Inspection Checklist

No.	Checklist Item	YES	NO	COMMENT(S)
1	Is the owner's manual available?			
2	Are there large gaps in the service history or no records at all?			
3	Is there rust anywhere?			
4	Is mileage legitimate?			
5	Is there evidence of curb damage on the wheels?			
6	Are the windshield wiper blades damaged?			
7	Are any hubcaps missing, damaged or loose?			
8	Are all the tire pressures properly set?			
9	Is the paint faded or cracked?			
10	Are any panels a different shade or colour?			
11	Are any of the panel gaps markedly different than the others?			
12	Are any of the trim pieces loose or missing?			
13	Does a magnet fail to adhere to the sheet metal? (Try several spots.)			
14	Are any of the tires a different brand or size?			
15	Is there evidence of accident damage that has been poorly repaired?			
16	Are lug nuts missing?			
17	Are there any small dark spots or oily film on the bumper near the exhaust			
18	Are there any small rust spots?			
19	Are there any tears or wear marks in the seats?			
20	Are there any cracks, blemishes or broken trim?			
21	Are the spare tire, jack and tools damaged or missing?			
22	Do any of the windows go down or up slower than the others? Do they make noises?			
23	When the climate control is turned on, does the fan squeak or rattle or operate on only one speed setting?			
24	Does the air conditioning blow warm air?			
25	Turn on all the accessories (windshield wipers, radio, power mirrors, etc.). Do any fail to operate properly?			

No.	Checklist Item	YES	NO	COMMENT(S)
26	Is the brake pedal worn more or less than the mileage on the odometer would suggest?			
27	Is there any rust or evidence of water in the spare-tire well?			
28	Are there any tears or wear marks in the seats?			
29	Are there any cracks, blemishes or broken trim?			
30	Are the spare tire, jack and tools damaged or missing?			
31	Do any of the windows go down or up slower than the others? Do they make noises?			
32	Is there a stale smell, like mildew or spoiled milk?			
33	Is there evidence of water damage in the glovebox or under the seats?			
34	Are any of the inner fender shields missing or broken?			
35	Put your knee on the bumper, bounce the car three times, then stop. Does the body move up and down more than two times?			
36	Is there uneven wear on any of the tires?			
37	Does oil coat any of the shock absorbers?			
38	Jack up the car and safely support it so the wheels are off the ground. Tug and push on the wheels.			
39	Is there any lateral play at the hub?			
40	Pull on the tie rods and the suspension mounts. Do you detect any movement?			
41	Are the brake pads and rotors worn out?			
42	Is there rust on any of the underbody surfaces?			
43	Check the engine bottom. Any sign of fluid leaks?			
44	What about transmission and differential leaks?			
45	Is there any bent or dented metal?			
46	Are there shiny marks on the pinch welds?			

No.	Checklist Item	YES	NO	COMMENT(S)
47	Is there fluid seepage around the brake calliper or from the bottom of the brake drums?			
48	Check the ground under the car. Are there any puddles of oil or fluid?			
49	Look at the bottom of the radiator. Is it wet from coolant?			
50	With the engine off, squeeze the hoses (be careful, they may be hot). Do they feel stiff or brittle?			
51	Are there cracks in the belt(s)?			
52	Are there any wires not covered by sheathing?			
53	Are there any loose hose clamps?			
54	Are there any loose and corroded battery clamps?			
55	Is the battery more than 4 years old?			
56	Is there any sign of fluid leaks at the accessories			
57	Any evidence of nesting mice or other animals?			
58	Is the air filter dirty?			
59	Are fluid levels (power steering, brake, coolant, oil and transmission) below the minimum?			
60	Check for oil change stickers. Is the car long overdue?			
61	Is there seepage at the bottom of the brake reservoir?			
62	Is there sludge in the bottom of the coolant reservoir?			
63	If the engine has a timing belt, is it older than 4 years? If unknown, answer "yes."			
64	Put a drop of oil from the dipstick on a clean, dry rag. Does it appear gooey or black?			
65	Are there shiny metallic particles in the oil?			
66	Does the oil look milky or smell like gasoline?			
67	Remove the oil filler cap. Are there thick, black deposits in the cylinder head?			
68	Sniff the automatic transmission fluid dipstick. Does it smell burnt?			
69	Wipe the dipstick on a clean, white rag. Are there a lot of black particles, or is the fluid dark?			

No.	Checklist Item	YES	NO	COMMENT(S)
70	Check the battery for parasitic drains. Is the standby current more than 75 milliamps?			
71	Check the voltage between the coolant and battery ground. Is it higher than 250 millivolts?			
72	Plug in a scan tool. Are there any pending codes?			
73	Pressure-test the cooling system. Does it leak?			
74	Do a compression test. Are any of the cylinders 25 percent lower or more than the highest?			
75	Do a cylinder leak-down test. Do any cylinders leak more than 15 percent?			
76	Are there any strange noises (belt squeak, exhaust leak)?			
77	Turn the key to the "on" position. Do the warning lights fail to illuminate?			
78	Start the car. Do the warning lights remain on?			
79	Does the airbag light stay on or blink?			
80	Does the engine fail to settle into a consistent idle within a couple of minutes?			
81	Automatic transmission: Put the car in drive. Does it clunk into gear?			
82	Manual transmission: Depress the clutch. Does it feel stiff or jerky?			
83	Drive the car in tight circles in a parking lot. Does anything rub or clunk?			
84	Brake firmly. Does the pedal feel soft and mushy?			
85	Does the feel of the brake pedal change (e.g., soft one stop, firm the next)?			
86	Does the car veer to one side while braking?			
87	Drive over some bumps at normal speeds. Does the car bounce up and down after hitting a bump?			
88	Do you hear any loud noises from the suspension, such as clunks or creaks?			
89	Get up to highway speeds. Is there any vibration?			
90	Is the steering wheel off-centre when the car is going straight?			
91	Do you hear excessive wind noise?			

No.	Checklist Item	YES	NO	COMMENT(S)
92	Do the interior pieces rattle over bumps?			
93	Does the car pull to one side?			
94	Accelerate briskly. Does the transmission jerk at the shift points?			
95	Does the car accelerate in fits and starts?			
96	Manual transmission: Put the car in top gear while driving at 30 mph. Floor the throttle. Do the engine revs climb quickly, as if the clutch is slipping			
97	Do you hear any knocking noises from the engine that get faster with higher engine speed?			
98	Does the car feel tired, as if it's worn out?			
99	Have someone watch the headlamps and marker and brake lights as you operate them. Are any burned out?			
100	With another person standing behind the car, start the engine. Is there sustained visible smoke?			
101	With another person following, drive the car. Do the wheels wobble, or does the vehicle have an odd stance (e.g., it rides low in the rear)?			
102	Is there smoke coming from the exhaust during acceleration			
103	Look under the hood. Do you hear a hissing noise?			
104	Check under the car again. Any sign of fresh fluid leaks?			

E. Institutional Arrangement

The individual authorized to accept the Goods on behalf of IDLO, is the Finance Manager, IDLO Uganda Country Office (the "Coordinator") or such person as the Coordinator may delegate as set forth in the General Terms and Conditions. The Coordinator shall also be the contact point at IDLO for any necessary status reporting under the Contract.

F. Duration of the Work

Delivery of the Goods shall be made by the Contractor to IDLO or consignee within twenty one (21) days after receipt of the Purchase Order (PO) from IDLO to Plot 9 Saddler Lane, Naguru. Kampala Uganda. Any extension of the delivery date shall be agreed by IDLO in writing and will generally not be acceptable where speed of delivery was considered a factor in the award of the Contract.

Quality assurance is the responsibility of the Contractor, IDLO has the right to reject Goods for unsatisfactory design, failure to comply with or meet required specifications, mechanical defects, inadequate packaging, inadequate markings, non-standard specifications or production, or other related quality problems.

G. Vehicle Inspection

The Contractor will be required to be present at their office location during the physical inspection of vehicles before delivery to IDLO offices.

H. Schedule of Payments

IDLO will make payment within 30 days after satisfactory receipt and inspection of all Goods, transfer of all Log Books and upon submission of the invoice by the Supplier.

**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 Goods 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
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ITB reference:	ITB N_UG_2021_07
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 ▪ Trade name registration papers, if applicable ▪ Quality Certificate for goods (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if relevant ▪ Patent Registration Certificates if any of technologies submitted in the tender is patented by the Bidder ▪ Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); ▪ Export Licenses, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Road Worthiness Inspection Certificate ▪ Copy of Contracts/POs for the past 2 years ▪ Self-Attestation Letter on No Vendor Debarment, Bankruptcy or History of Arbitral Court Decision

-
- Audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years

**ANNEX F
PRICE SCHEDULE**

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

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	Unit of Measure	Quantity	Compliance with Technical Specifications in Annex B	Unit rate in Uganda Shillings	Total amount in Uganda Shillings
1.	Vehicle, diesel 10-Seater Van	Unit	2	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)		
Total Cost of Goods						
Freight						
Insurance						
Customs Clearance						
Other Charges (please specify)						
Taxes/ VAT (if applicable)						
Grand Total						

Table 2: Offer for After-Sale Services and Other Conditions

Other Information	Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time within 21 Days			
Minimum 6 months warranty on both parts and labour			

<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 **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**.

Place of delivery	IDLO Uganda Country Offices located at Plot 9 Saddler Lane, Naguru, Kampala Uganda.
Delivery date	Goods shall be delivered within twenty one (21) days after receipt of the Purchase Order (PO) contract.
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.
After-sales services and Warranty	Warranty on Parts and Labour for minimum period of six (6) months

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_goods_august_2020.pdf)

[https://www.idlo.int/sites/default/files/documents/general terms and conditions for services august 2020.pdf](https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_august_2020.pdf)

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