

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION
INVITATION TO BID**

Reference: ITB No. PR-HN-2023-000024	Date: June 15, 2023
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Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **vehicle maintenance services** (Preventive maintenance of IDLO Vehicles). 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 ITB NO. PR-HN-2023-000024** in the subject section of your email.

Deadline for Submission of Proposals:
On or before **Date: June 30, 2023**
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
IDLO, Honduras

**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 Honduran Lempiras</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: June 30, 2023 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>Vehicle maintenance of IDLO vehicles will be delivered within 2 days after receipt of each work order (WO) from IDLO to Tegucigalpa, Honduras.</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, [specify] —</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>

	<p>Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.</p>
<p>11. Clarification of solicitation documents</p>	<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. PR-HN-2023-000024 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>
<p>12. Amendments of solicitation documents</p>	<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>
<p>13. Format, signing sealing, marking and submission of Bids</p>	<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. PR-HN-2023-00024"</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.

<p>15. Only One Bid</p>	<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> <ul 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.
<p>16. Late Bids</p>	<p>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.</p>
<p>17. Validity Period of Bids</p>	<p>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.</p>
<p>18. Modification and withdrawal of Bids</p>	<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> <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.</p>

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	<p><input checked="" type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes – A Bidder's conference will be conducted at [Location] Date: Click here to enter a date. Time: 15:00 hours Rome, Italy local time.</p> <p>All Bidders are encouraged to attend. Non attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on IDLO's website and shared by email to Bidders that attended.</p> <p>No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>
21. Right to accept, reject, or render non-responsive any or all Bids	<p>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.</p>
22. Clarification of Bids	<p>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.</p>
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

	<p>Conditions of Contract and IDLO Supplier Code of Conduct;</p> <p>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</p> <p>f) They have a record of timely and satisfactory performance with their clients.</p>
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> <p>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
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 <input type="checkbox"/> Yes – At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of vehicle maintenance services, 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.
31. Contract Award	Contract Award shall be granted according to: <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	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.
33. Debriefing	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.
34. Payment Terms	IDLO will make payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.
35. General Terms and Conditions and Supplier Code of Conduct	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. The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.
36. Liquidated Damages	<input type="checkbox"/> N/A <input type="checkbox"/> Yes – For late delivery of Goods, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 23 of the General Terms and Conditions.

	<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> <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"/> 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.	<ul style="list-style-type: none"> • Current Business Operating Permit • Full Bank Account Details in local currency
Tax Revenue	Vendor is registered with pertinent country's revenue authority.	<ul style="list-style-type: none"> • National Tributary Register for the Legal Representative (RTN, by its acronym in Spanish) • National Tributary Register for the Provider (RTN, by its acronym in Spanish) • Tax certificate/Registration
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	<ul style="list-style-type: none"> • Self-Attestation Letter
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years	<ul style="list-style-type: none"> • 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.	<ul style="list-style-type: none"> • Self-Attestation Letter
Certificates and Licenses	<p>Brochures</p> <p>Accreditation letters</p>	<ul style="list-style-type: none"> • Product Catalogues or Brochures (Product Data Sheets) attesting compliance with Technical Specifications as mentioned under Annex B; OR provision of link to Manufacturer's website showing the Product Data Sheet; • Proof of minimum two (3) years contract of similar nature with UN Agencies, NGOs/INGOs, Embassies or multinational Corporate Entities Indicating contactable references for verification (attach accreditation letters) • Quality Certificates for the goods/Services, etc)

B. QUALIFICATION CRITERIA

QUALIFICATION		
Previous Experience	Minimum 10 years of proven and certified experience in the corrective maintenance of Mitsubishi and Volkswagen vehicles.	Provide evidence. Similar nature contracts/POs/Reference letter
	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 similar nature contracts/POs
Financial Standing	<p>Minimum average annual turnover of EUR 300,000.00 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <p>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.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Audited Financial Statements or Bank Statement for the last three years

ANNEX C
TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS
Vehicle maintenance services (Preventive maintenance of IDLO Vehicles)

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

This Invitation to BID (ITB) is for Vehicles **Preventive and Corrective Maintenance Services for the IDLO vehicles fleet.**

C. Condition of Contract and Expected Output

IDLO is looking to establish one or several Framework Agreement(s) with able and qualified Suppliers. 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).

After entering into a Framework Agreement, IDLO shall place order on a "need basis".

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 service availability and prices 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 acceptable/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.

This ITB is for vehicle maintenance services (Preventive maintenance of IDLO Vehicles).

Background

According to the National Observatory of Violence in 2020 and 2021, a total of 1276 and 1747 deaths occurred due to traffic accidents respectively.

According to the National Directorate of Roads and Transportation 3000 traffic accidents have occurred in Honduras in the first trimester of 2023, resulting in the death of 559 people and 1,100 injured.

As outlined in the Security Risk Management Policy Framework (SRMPF):

IDLO recognizes that effective management of security-related risks is integral to achieving organizational business objectives and programmatic implementation.

The safety and security of personnel is a priority for IDLO.

In order to ensure the Duty of Care, IDLO will make every effort to ensure that any possible risk associated with a traffic accident in Honduras while IDLO personnel are traveling on official mission to different locations using official vehicles is mitigated.

Also, the vehicles need to be fit for purpose as they transport IDLO staff members. In the same way, armored vehicles must have periodic and adequate inspection and maintenance.

Purpose

In order to comply with the programmatic objectives within the framework of the project “Enhancing Judicial Transparency and Promoting Public Trust in Honduras, field visits will be programmed to municipalities in different departments.

Vehicle maintenance is essential to keep operations running efficiently and for this purpose, the IDLO FO in Honduras would like to set up Terms of Reference to ensure that the IDLO vehicles are in operational and well maintained in a cost-effective way to efficiently deliver the programme

activities. This maintenance services should include routine minor and major services as well mechanical repairs as required. This will require the IDLO fleet to be in good condition. The lack of the preventive maintenance of vehicles owned by IDLO increases the likelihood that IDLO personnel and assets could be affected by any incident related to a traffic accident.

In this regard and to mitigate the risk of a traffic accident IDLO FO HN has identified the need to have long term preventive and corrective services for IDLO vehicles in order to guarantee the well-functioning and to avoid incidents related to a traffic accident. The level of risk identified and the likelihood of occurrence of a traffic accident can be mitigated by ensuring the appropriate and on time preventive and corrective maintenance of IDLO fleet.

The types of vehicles included in the present terms of reference are:

Volkswagen Jetta MIH 0988
Mitsubishi Outlander MI H 0989
Mitsubishi Outlander MI H 0990

Scope of Services

The scope of service is to provide to IDLO **vehicles periodic** preventive maintenance and unscheduled repair services. The periodic (scheduled) services shall be provided according to the vehicle covered distance. Ideally, it is required that the service provider workshop also is used by other international organizations and government institutions.

The service provider will ensure the following:

1. Spare parts must be original including standard warranty to ensure the well-functioning of IDLO vehicles.
2. Will use its workshop and provide with all necessary repairs and maintenance;
3. Must perform all services in a diligent, skillful and workmanlike manner;
4. Must keep and maintain up to-date records of all services rendered to IDLO vehicles and shall remind on the next service schedule;
5. Must ensure that the mechanics personnel of the workshop for any repair works are skilled and sufficiently trained on the respective vehicles;
6. All replaced parts must be given to IDLO for audit purposes;
7. If the cost of any service to be provided exceeds the quoted price of the respective service in the contract, prior approval must be given by IDLO;
8. Provides a warranty of the maintenance and spare parts;
9. Is legally constituted in the country and have current and legal billing;
10. Facilities offer the required safety and security for IDLO vehicles;

The Maintenance will fall into below four (4) levels of services:

A) Every 5,000 KM

1. Change engine oil and filter;
2. Replace air filter, PCV valve, and filter;
3. Lubricate chassis;
4. Check and "top off" all fluids (brake, clutch, power steering);
5. Check and adjust belts;

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6. Check all hoses;
 7. Check all lights;
 8. Check electrical system, including all fuses;
 9. Check windshield wipers;
 10. Check and adjust doors;
 11. Check wheel alignment;
 12. Check brake pedal and parking brake;
 13. Check brake pads and discs;
 14. Check Drive axle service;
 15. Check exhaust system;
 16. Check & rotate tires;
 17. Inspect ball joints and dust cover;
 18. Inspect air cleaner filter;
 19. Check steering wheel, linkage and gear box;
 20. Check front and rear suspension.
 21. Labor costs

B) Every 10,000 -15,000 KM

1. All items listed in service “A” and additionally;
2. Inspect and clean the air-conditioning system;
3. Check cooling system;
4. Tune-up engine (replace fuel filter, spark plugs, and rotor);
5. Check and service transmission (includes replacing fluid, filter, and gasket);
6. Pack front wheel bearings and replace seals;
7. Perform visual inspection of front and rear shocks;
8. Check battery.
9. Labor costs

C) Every 15,000 to 20,000 km

1. All items listed in service “B” and additionally;
2. Clean and flush cooling system and replace with coolant recommended for the climate;
3. Replace brake-pads and shoes, and bleed brakes;
4. Inspect front/rear axles and change fluids;
5. Check thermostatically controlled engine-cooling fan;
6. Check exhaust pipes and mountings;
7. Check brake line pipes and hoses;
8. Check drive shaft boots;
9. Check differential gear oil; and
10. Check valve clearance without three-way catalytic converter.
11. Labor costs

D) Every 40,000 -50,000 km

1. All items listed in service “C” and additionally;
2. Replace differential gear oil;
3. Check manual transmission oil;
4. Check automatic transmission fluid;

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5. Check Transfer oil;
 6. Inspect drive belts;
 7. Inspect charcoal canister (gasoline engine);
 8. Inspect fuel tank cap, fuel lines and connections;
 9. Inspect automatic transmission fluid;
 10. Inspect cooling and heater system hoses and connections; and
 11. Change engine coolant.
 12. Labor costs

Spare parts for each level

1. Brake System Components

Master Cylinder; Brake Rotor; Brake Drum; Brake Pad; Brake Caliper; Brake Shoe; Brake Booster; Brake Pedal; Wheel Speed Sensors; ABS Module; Brake lines.

2. Suspension System Components

Springs; Wheels/Tires; Shock Absorbers; Rods/Linkages; Joints/Bearings/Bushings; Steering System; Frame.

3. Automatic Transmission System Components

Transmission Casing; Torque Converter; Pump; Turbine; Stator; Torque Converter Clutch; Planetary Gears; Brake Bands; Brake Clutches.

4. Electrical System Components

Magneto; Alternator; Voltage Regulator; Battery; Electrical cables

5. Engine System Components

Cylinder Block; Cylinder Head; Piston; Piston Rings; Connecting Rod; Crank; Crankshaft; Combustion Chamber; Manifold; Intake Manifold; Exhaust Manifold; Intake and Exhaust Valves; Gudgeon Pin or Piston pin; Spark Plug; Fuel Atomizer or Injector; Poppet Valves; Carburetor; Flywheel; Engine Bearing; Governor; Push Rod; Rocker Arm; Catalyst Converter; Supercharger; Turbo Charger; Radiator; Fan; Timing Belt; Fuel Tank; Sensor; Water Pump.

6. Main Fuel System Components

Fuel Pump; Fuel Tank; Fuel Filter; Fuel Injectors; Carburetor; Fuel Lines.

7. Ignition System Components

Ignition Magneto; coil Ignition; Distributor.

D. Institutional Arrangement

The direct supervision of IDLO will be by the Security Officer and the Administration and Procurement Associate.

The vehicle report results must be delivered once the vehicle has been inspected and reviewed.

E. Duration of the Work

The contract will last 12 months with an additional 12 months for extension possibility, existing needs, satisfactory performance and budget availability. Overall duration of the FA will not exceed 24 months.

F. Work Location

The inspection and maintenance of IDLO vehicles must be carried out in workshops authorized by the supplier.

G. Qualifications of the Successful Contractor

- Be the exclusive representative and distributor of Volkswagen/Mitsubishi vehicles in Honduras, having all the required and original spare parts to ensure the well-functioning of IDLO vehicles.
- The workshops must provide a warranty of the maintenance and spare parts.
- The workshops must be legally constituted in the country and have current and legal billing.
- Have professional experiences, expertise and well-trained mechanics and technical personnel that are experts in the preventive maintenance and corrective repair of Volkswagen/Mitsubishi vehicles.
- Experience in providing similar services to other international organization or governmental entities.
- Workshop security, workspace, machinery, equipment to perform the required services.

H. Scope of Tender Price

The price will be set according to the mileage of the vehicle, as well as the spare parts described in the scope of services

**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/ 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: _____

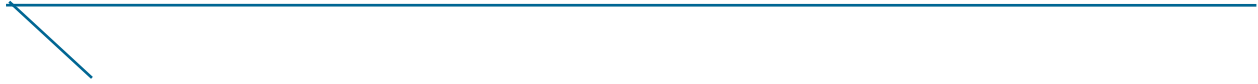
Date: **Select date**

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: [As per Annex B – Preliminary Screening Criteria]	<ul style="list-style-type: none"> ▪ Current Business Operating Permit ▪ National Tributary Register for the Legal Representative (RTN, by its acronym in Spanish) ▪ National Tributary Register for the Provider (RTN, by its acronym in Spanish) ▪ Tax certificate/Registration ▪ Quality Certificate (ISO, etc) ▪ Full Bank Account Details in local currency ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years ▪ Product Catalogues or Brochures (Product Data Sheets) attesting compliance with Technical Specifications as mentioned under Annex B; OR, provision of link to 		



	<p>Manufacturer's website showing the Product Data Sheet;</p> <p>Proof of minimum two (3) year contract of similar nature with UN Agencies, NGOs/INGOs, Embassies or multinational Corporate Entities Indicating contactable references for verification (attach accreditation letters)</p>
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ANNEX F
PRICE SCHEDULE for Services Level A-D

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 HNL
1.	Preventive vehicle maintenance every 5,000 km	Level A	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)	
2.	Preventive vehicle maintenance every 10,000 – 15,000 km	Level B	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)	
3.	Preventive vehicle maintenance every 15,000 – 20,000 km	Level C	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)	
4.	Preventive vehicle maintenance every 40,000 - 50,000 km	Level D	1	<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 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 HNL
1.	1. Brake System Components	Master Cylinder; Brake Rotor; Brake Drum; Brake Pad; Brake Caliper; Brake Shoe; Brake Booster; Brake Pedal; Wheel Speed Sensors; ABS Module; Brake lines.	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)	
2.	2. Suspension System Components	Springs; Wheels/Tires; Shock Absorbers; Rods/Linkages; Joints/Bearings/Bushings; Steering System; Frame.	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)	
3.	3. Automatic Transmission System Components	Transmission Casing; Torque Converter; Pump; Turbine; Stator; Torque Converter Clutch; Planetary Gears; Brake Bands; Brake Clutches.	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)	
4.	4. Electrical System Components	Magneto; Alternator; Voltage Regulator; Battery; Electrical cables.	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)	
5.	5. Engine System Components	Cylinder Block; Cylinder Head; Piston; Piston Rings; Connecting Rod; Crank; Crankshaft; Combustion Chamber; Manifold; Intake Manifold; Exhaust Manifold; Intake and Exhaust Valves; Gudgeon Pin or Piston pin; Spark Plug; Fuel Atomizer or Injector; Poppet Valves; Carburetor; Flywheel; Engine Bearing; Governor; Push Rod; Rocker	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)	

Lot	Item Name	Description	Unit of Measure	Compliance with Technical Specifications in Annex B	Unit rate in HNL
		Arm; Catalyst Converter; Supercharger; Turbo Charger; Radiator; Fan; Timing Belt; Fuel Tank; Sensor; Water Pump.			
6.	6. Main Fuel System Components	Fuel Pump; Fuel Tank; Fuel Filter; Fuel Injectors; Carburator; Fuel Lines.	1	<input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach)	
7.	7. Ignition System Components	Ignition Magneto; coil Ignition; Distributor	1	<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					

<p>Name, position and signature of the Bidder</p> <p>_____</p> <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/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 **Goods/Services**.

Place of delivery	Authorized workshops
Delivery date	For Framework Agreement please include: The Framework Agreement will be signed for a period of up to 12months. 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_and_services_august_2020.pdf

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_february_2022.pdf

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