

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION
INVITATION TO BID**

Reference: MN-2022-000151

Date: July 19, 2022

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for establishing a **Framework Agreement for Transportation Services** in Mongolia. 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-MN-2022-000151** in the subject section of your email.

Deadline for Submission of Proposals:
On or before **Date: August 2, 2022**
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
Mongolia 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 MNT.</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: August 2, 2022 Time: 15:00 hours Rome, Italy local time.</p> <p><i>Note: Proposals submitted by email must be limited to a maximum of 10MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.</i></p>
6. Delivery Term and Place	<p>Services will be delivered within the reserved dates after receipt of Work Order from IDLO.</p>
7. Customs clearance , if needed, shall be done by:	<p><input type="checkbox"/> IDLO <input type="checkbox"/> Supplier <input checked="" 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	<p>The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation</p>

	Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.
11. Clarification of solicitation documents	<p>A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on tenders@idlo.int no later than 72 hours prior to the deadline for submission of Bids.</p> <p>Please mention Clarification ITB-MN-2022-000151 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-MN-2022-000151"</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> <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.
16. Late Bids	<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>
17. Validity Period of Bids	<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>
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> <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	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes
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 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	<p>Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.</p>
25. Preliminary Screening	<p>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.</p>
26. Correction of errors	<p>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</p>

	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 checked="" type="checkbox"/> N/A for Framework Agreement</p> <p><input type="checkbox"/> Yes — At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of [goods and/or 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.</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	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 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. 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.
37. Partial Bid	<input type="checkbox"/> Not permitted (All or Nothing) <input checked="" type="checkbox"/> Permitted

**ANNEX B
PRELIMINARY SCREENING CRITERIA**

A. MINIMUM ELIGIBILITY CRITERIA

Subject	Criteria	Document Submission Requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Certificate of Incorporation/Registration
Tax Revenue	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 22.	Self-Attestation Letter
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Self-Attestation Letter
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Self-Attestation Letter
Licenses, Vehicle Ownership and Insurance Coverage	Supplier shall provide Valid and Current Drivers License for Vehicle Drivers.	Copy of Current Drivers License of Drivers
	Supplier shall provide Valid Liability Insurance Policy Coverage for Vehicles	Copy of Liability Insurance Policy Coverage

B. QUALIFICATION CRITERIA

QUALIFICATION	Criteria	Document Submission Requirement
Previous Experience	Minimum 2 years of relevant experience.	Copy of Contract or LTA confirming provision of Conference and Accommodation Services to an International Organization, UN Agency, Embassies or Government Entities
Financial Standing	<p>Minimum average annual turnover of EUR 5,000 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 statements (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>	<p>Financial Statements for the past 3 years</p> <p>Or</p> <p>Audited Accounts for the past 3 years</p>

ANNEX C
TERMS OF REFERENCE
FRAMEWORK AGREEMENT
TRANSPORTATION SERVICES

1. 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.

2. Background

The purpose of this ITB is to provide reliable **Road Transport Passenger Services for IDLO Mongolia** Country Office's transportation needs in Ulaanbaatar city (Lot 1) and countryside (Lot 2). The reliable transportation will facilitate timely transportation of IDLO staff and partners to conduct various functions and/or activities within the counties on occasional basis. Some of these activities will include taking staff to and from trainings, meetings and running IDLO errands.

3. Summary of Required Services:

In this respect, the specific requirement from IDLO covers:

No	Type of vehicle	Hourly rental (driver and fuel)	Daily rental (9AM-6PM) (driver and fuel)	Full day rental (driver and fuel)	Half day rental (driver and fuel)
1	Sedan up to 4 passengers (within Ulaanbaatar city)	x	x	x	x
2	Off-road car, up to 6 passengers (From Ulaanbaatar	x	x	x	x

	city To remote aimags of Mongolia)				
3	Minivan, up to 8 passengers (From Ulaanbaatar city To remote aimags of Mongolia)	x	x	x	x
4	Bus, up to 24 passengers (From Ulaanbaatar To Terelj National park)	x	x	x	x
5	Bus, up to 45 passengers (From Ulaanbaatar To Terelj National park)	x	x	x	x

In consultation with the Supplier, IDLO shall establish a system for performance measurement based on the Service Levels and Key Performance Indicators (KPIs) as stated below:

Service Levels	Key Performance Indicator	IDLO Acceptable Standards
1. Availability of Requested Vehicles	100% availability every time a request is made by IDLO to provide Vehicle	95% of times, the Supplier should cater to request.
2. Response Time	IDLO's request shall be by email or letter and must be responded to within 5 hours for regular requests and within 1 hour for urgent requests	Response time in less than 5 hours for normal requests and less than 1 hour for urgent requests.
3. Breakdown of Vehicle during Missions	Zero breakdown following maintenance of vehicles before deploying to IDLO Missions	98% of Missions should witness zero vehicle breakdown issues, less than 98% is not acceptable.
4. Safety and Security of Passengers	The Vehicle provided must possess First Aid Kits with material such gloves, bandages, pain killer medication, scissors, torch lights, and personal protective equipment including: face/nose masks, hand sanitizers, napkin/tissues.	All requested equipment must be available in Vehicle.
5. Cleanliness and Hygiene of Vehicles	Windscreen, front and rear passenger seats, aircon filters, nubs, including seat belts and storage cabins fully clean	No complaints by IDLO passengers on cleanliness of vehicles
6. Conduct and Behavior of Driver(s)	100% of the time in Missions, the Driver(s) must remain courteous and responsive to Passengers' requests	No complaints about Conduct and Behavior of Driver(s) on safe driving. Courtesy and professional approach

4. The Minimum Requirement for the vehicle

1. The vehicle should be road-worthy, In good running condition and not more than 10 years old, automatic gear preferred;
2. The vehicle provided for field travel should be **4x4**, 6 cylinder or better and robustly built
3. The vehicle should be equipped with air bag, seat belt and other required Items as stated In vehicle check list;
4. The vehicle should have a comprehensive Insurance;
5. The vehicle should have good tires;
6. The vehicle should be clean, Inside and out, and free from any unpleasant odor;
7. All vehicles must be right driving
8. The vehicles must be in fully functional and shall have tools and equipment as per Annex I - Standard Vehicle Equipment Checklist
9. Types and Models of Accepted Vehicles shall adhere to the brands of vehicles mentioned below

No	Type of Vehicle	Model, Mark of the vehicle	Production year
1	Sedan up to 4 passengers	Toyota prius or similar	2012 or above
2	Off-road car, up to 4 passengers	Toyota Landcruiser or similar	2012 or above
3	Minivan, up to 8 passengers	Toyota Hiace or similar	2012 or above
4	Bus, up to 24 passengers	Hyundai County or similar	2012 or above
5	Bus, up to 45 passengers	Hyundai universe or similar	2012 or above

5. The Minimum Requirement for Drivers

- a) The Driver(s) employed by the Supplier shall hold a valid Driver's Licence, professional driver's license and shall have a minimum of 3 years of prior driving experience. The Driver(s) shall be trained, fully qualified, and physically able (i.e., sight tested) to perform their duties.
- b) At all times, the Driver(s) shall adhere to acceptable professional behavior standards and have a client-oriented attitude. Unacceptable behavior includes harassment or discrimination based on race, creed, color, sex, age, sexual orientation or national origin.
- c) The Supplier will be responsible for the behavior/actions of the Driver(s) and will be liable to provide an immediate replacement in case of complaints/misconduct.
- d) Food and Accommodation for the Driver(s) during field travel shall be borne by the Supplier.
- e) All Driver(s) must be able to read and write and have knowledge of essential governmental locations within main counties.
- f) Driver(s) with certifications in First Aid and able to utilize First Aid kits are particularly welcomed.
- g) IDLO reserves the right to review qualifications of the Driver(s) before commencement of Services, or at any other time during the term of the Contract. At request, the Driver(s) shall be replaced with another meeting the above conditions.
- h) The Driver(s) shall provide an active mobile telephone number for communication in case of a breakdown or emergency.

6. Annexes to the TOR

Annex I – Standard vehicle equipment checklist

Vehicle Equipment Checklist	Present	Absent	Notes and Remarks
Vehicle Condition			
Safety belts (front and rear)			Vehicle will be checked on day of departure
Functional Lights			Vehicle will be checked on day of departure
Functional Screen Washers			Vehicle will be checked on day of departure
Functional horn			Vehicle will be checked on day of departure
Functional Door Locks from Inside			Vehicle will be checked on day of departure
High-quality tires			Vehicle will be checked on day of departure
Clean and hygiene			Vehicle will be checked on day of departure
Basic Equipment			
Two (2) Spare Tires			Vehicle will be checked on day of departure
1 Crick/Vehicle Jack - Hi-lift			Vehicle will be checked on day of departure
1 Wheel Spanner			Vehicle will be checked on day of departure
1 Hazard Warning Triangles			Vehicle will be checked on day of departure
Off-Road Kit			
Shovel			Vehicle will be checked on day of departure
Digger			Vehicle will be checked on day of departure
Cutlass			Vehicle will be checked on day of departure
Remote Field Kit			
Air Pump			Vehicle will be checked on day of departure
Tire repair kit			Vehicle will be checked on day of departure
Towing Cable			Vehicle will be checked on day of departure
First Aid Kit			
First Aid kit package			Vehicle will be checked on day of departure
Personal Protective Equipment package			Vehicle will be checked on day of departure

7. Condition of the Framework Agreement(s)

- A. This ITB is expected to result in Framework Agreement(s) with one or several successful Service Providers.
- B. 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).
- C. The Framework Agreement will be signed for a period of up to 12 months with the possibility of another 12 months extension subject to satisfactory performance, funding and agreement

by both parties by amending the Framework Agreement. The overall duration of the Framework Agreement shall not exceed 24 months.

- D. 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.
- E. After entering into a Framework Agreement, IDLO shall place bookings on a “need basis”.
- F. IDLO shall initiate a Secondary Tender to request confirmation from the Service Provider on its availability and prices on the required dates/days by email. The Service Provider shall confirm by return email within 48 hours (including any applicable discounts).
- G. IDLO shall make award decision based on “lowest priced, most technically acceptable/compliant offer”.
- H. The confirmed award shall be in the form of a duly authorized Work Order. The Work Order shall include the number/s of persons/participants, services required, and corresponding amounts shall be indicated for the specific booking / event in each case. Bookings are made with specific venues and may not be transferrable or sub-contracted to other venue.
- I. By signing the Work Order, the Service Provider is confirming that IDLO may modify the number of participants within $\pm 20\%$ tolerance and that there is a Free Cancellation Policy within seven days of event.
- J. The Service Provider shall return the sign copy of the Work Order within 24 hours of receipt by email.
- K. IDLO will review the quality of services and deliverables prior to the end of the first 12 months of the agreement. Subject to satisfactory performance and agreement by both parties, a 12-month extension may be agreed to at the same upper ceiling price, terms and conditions. The maximum overall duration of the Framework Agreement will not exceed 24 months. The upper ceiling price will remain unchanged during the period of Framework Agreement.
- L. IDLO is seeking bids by Lots. Road Transportation Passenger Services Providers may bid for all or selected lots however the minimum requirements per lot must be fully met.

**ANNEX D
BID SUBMISSION FORM**

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

Dear Sir / Madam,

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

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

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

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

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

Company/Organization: _____

Name: _____

Title: _____

Date: **Select date**

Signature: _____

Duly authorized to sign this Bid

**ANNEX E
BIDDER INFORMATION FORM**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB MN-2022-000151		
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"> ▪ Valid Certificate of Incorporation/ Business Registration ▪ Valid Tax Compliance Certificate ▪ Self-Attestation Letter on No Vendor Debarment, Bankruptcy and Litigation History ▪ Copy of Contracts of similar value and nature implemented over the last 3 years with UN Agencies, INGOs, Embassies or Government State Agencies indicating contactable domain email references for verification. ▪ Financial Statements for the past three (3) years or Audited Accounts for the past three (3) years. ▪ Copy of Current Drivers License of Drivers ▪ Copy of Liability Insurance Policy Coverage 		



**ANNEX F
PRICE SCHEDULE**

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each lot.

Bidders may submit Partial Bids for Lot 1 OR Lot 2, as per directions in Annex A, point 34

Lot 1: Services in Ulaanbaatar City

#	Description	Unit Measure	Compliance with Technical Specifications in Annex C.	Type of Vehicle required	Unit Price in MNT
1	<ul style="list-style-type: none"> • Rental of vehicle with driver • Fuel included • 8 hours per day 	Per day	<input type="checkbox"/> Comply <input type="checkbox"/> Not comply. Alternative Specifications offered.	Sedan	
				SUV	
				Minivan	
				Bus – 24 seat	
				Bus -45 seat	
2	<ul style="list-style-type: none"> • Rental of vehicle with driver • Fuel included • 4 hours per half day 	Per half day	<input type="checkbox"/> Comply <input type="checkbox"/> Not comply. Alternative Specifications offered.	Sedan	
				SUV	
				Minivan	
				Bus – 24 seat	
				Bus -45 seat	
3	<ul style="list-style-type: none"> • Rental of vehicle with driver • Fuel included 	Per hour	<input type="checkbox"/> Comply <input type="checkbox"/> Not comply. Alternative Specifications offered.	Sedan	
				SUV	
				Minivan	
				Bus – 24 seat	
				Bus -45 seat	
4	<ul style="list-style-type: none"> • Rental of vehicle with driver • From Ulaanbaatar to Terelj National Park • Fuel included 	Per trip	<input type="checkbox"/> Comply <input type="checkbox"/> Not comply. Alternative Specifications offered.	Sedan	
				SUV	
				Minivan	
				Bus – 24 seat	
				Bus -45 seat	

Lot 2: Services in Countryside

#	Description	Unit Measure	Compliance with Technical Specifications in Annex C.	Type of Vehicle required	Unit Price in MNT
1	<ul style="list-style-type: none"> Rental of vehicle with driver From Ulaanbaatar to 21 remote provinces of Mongolia <u>Fuel included</u> (Meal, Accommodation for driver included) 	Per day	<input type="checkbox"/> Comply <input type="checkbox"/> Not comply. Alternative Specifications offered.	Sedan	
				SUV	
				Minivan	
				Bus – 24 seat	
				Bus -45 seat	
2	<ul style="list-style-type: none"> Rental of vehicle with driver From Ulaanbaatar to 21 remote provinces of Mongolia <u>Fuel NOT included</u> (Meal, Accommodation for driver NOT included) 	Per day	<input type="checkbox"/> Comply <input type="checkbox"/> Not comply. Alternative Specifications offered.	Sedan	
				SUV	
				Minivan	
				Bus – 24 seat	
				Bus -45 seat	
3	<ul style="list-style-type: none"> Rental of vehicle with driver From Ulaanbaatar to 21 remote provinces of Mongolia <u>Fuel included</u> (Meal, Accommodation for driver included) 	Per KM	<input type="checkbox"/> Comply <input type="checkbox"/> Not comply. Alternative Specifications offered.	Sedan	
				SUV	
				Minivan	
				Bus – 24 seat	
				Bus -45 seat	

<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 **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 **Services**.

Place of delivery	IDLO Mongolia Country Office, Ulaanbaatar
Delivery date	<p>The Framework Agreement will be signed for a period of up to 12 months. IDLO is not obliged to use the services provided by the Contractor.</p> <p>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.</p> <p>The prices will remain unchanged during the period of contract implementation.</p>
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of all goods/ provision of services and upon receipt of the complete and correct invoice by the service provider.

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

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

The documents are available on IDLO Procurement Website:

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

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_august_2020.pdf

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