

## INTERNATIONAL DEVELOPMENT LAW ORGANIZATION INVITATION TO BID

Reference: N\_112\_2024\_DRC\_ITB

Date: April 23, 2024

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **Road Transport Passenger in Kinshasa, Democratic Republic of the Congo (DRC)**. 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](mailto:tenders@idlo.int) and mention **Clarification N\_112\_2024\_DRC\_ITB** in the subject section of your email.

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Deadline for Submission of Proposals: On or before **Date: May 8, 2024** **Time: 15:00 hours**  
Rome, Italy local time.

Thank you and we look forward to receiving your Bid.

Sincerely yours,  
International Development Law Organization | IDLO  
DRC Office

**ANNEX A**  
**INSTRUCTIONS TO BIDDERS**

1. General Considerations	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. 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.
2. Cost of the Bid	The Bidder shall bear all costs associated with the preparation and submission of the Bid. IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.
3. Currency of Bid	Bids shall be nominated exclusively in <b>USD</b> or <b>CDF</b> .
4. Language of the Bid	The Bid and all correspondences and documents relating to the Bid exchanged by the Bidder and IDLO shall be written in the English language.
5. Delivery Term and Place	Services will be delivered within set delivery days after receipt of Work Order from IDLO.
6. Deadline for Submissions of Bids	The Bid shall be addressed to IDLO on or before <b>Date: May 8, 2024</b> <b>Time: 15:00 hours Rome, Italy local time.</b>  <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>
7. Documents comprising the Bid	The Bid shall comprise the following components: 1. Bid Submission Form (see Annex D); 2. Bidder Information Form (see Annex E) 3. Price Schedule (Annex F)
8. 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.
9. Clarification of solicitation documents	A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on <a href="mailto:tenders@idlo.int">tenders@idlo.int</a> no later than 72 hours prior to the deadline for submission of Bids.  The requests for clarification will have “ <b>Clarifications for N_112_2024_DRC_ITB</b> ” mentioned in the subject.  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.

	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.
10. 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>
11. 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 initialed by the person or persons signing the Bid.</p>
12. Joint Venture, Consortium, or Association	<p>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.</p> <p>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.</p> <p>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.</p>

	<p>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> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ol style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ol> <p>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.</p> <p>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.</p> <p>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>
13. 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"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>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.</li> </ol>

	<p>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;</p> <p>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>
14. 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.
15. Validity Period of Bids	All Bids will be valid for <b>90 days</b> 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.
16. 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 to 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>
17. 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>
18. Bidders' conference	<input checked="" type="checkbox"/> N/A
19. 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.
20. 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.
21. Evaluation of Eligibility and Qualification	In general terms, Bidders that meet the following criteria may be considered qualified: <ul style="list-style-type: none"> <li>a) They are not included in IDLO Sanctions lists (EU, US, UN);</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>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;</li> <li>d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
22. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.
23. 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.
24. 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.
25. Due Diligence	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: <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found</li> </ul>

	<p>by the evaluation team;</p> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
26. 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>
27. Contract Award	<p>Contract Award shall be granted according to:</p> <ul style="list-style-type: none"> <li>a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B);</li> <li>b) Full submission of Bid Submission Form (Annex D) signed and stamped;</li> <li>c) Full submission of Bidder Information Form (Annex E);</li> <li>d) Full submission of Price Schedule (Annex F) signed and stamped;</li> <li>e) Lowest priced, most technically acceptable/compliant offer;</li> </ul>
28. 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>
29. Right to Vary Requirements at the time of the Award	<p><input checked="" type="checkbox"/> <b>N/A for Framework Agreement</b></p>
30. 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>



31. Payment Terms	IDLO will make payment within <b>30 days</b> after satisfactory receipt of all services and upon submission of the invoice and supporting documents (e.g., fuel receipts, road toll receipts, street parking receipts, airport parking receipts, mileage logs etc.) by the Supplier.
32. 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>
33. Liquidated Damages	<p><input checked="" type="checkbox"/> <b>Yes - For late delivery of Services, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions for Services.</b></p> <p><b>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 everyday delay in the provision and completion of the Services.</b></p>
34. Partial Bid	<input checked="" type="checkbox"/> <b>Not permitted (All or Nothing)</b>
35. Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> <b>N/A</b>

**ANNEX B  
PRELIMINARY SCREENING CRITERIA**

**A. MINIMUM ELIGIBILITY CRITERIA**

Subject	Criteria	Document Submission Requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Certificate of Incorporation/Registration
<b>Tax Revenue</b>	Vendor is registered with pertinent country's revenue authority.	Valid Tax Compliance Certificate
<b>Eligibility</b>	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 21	Self-Attestation Letter
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Self-Attestation Letter
<b>Bankruptcy</b>	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

**B. QUALIFICATION CRITERIA**

QUALIFICATION	Criteria	Document Submission Requirement
<b>Previous Experience</b>	Minimum 3 years of prior successful experience in Car/Vehicle Rental Operations and Rental Services	Copy of Purchase Orders / Contracts / Reference Letters and Company Profile
	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>	Copy of Purchase Orders / Reference Letters and Company Profile
<b>Licenses, Vehicle Ownership and Insurance Coverage</b>	<ul style="list-style-type: none"> <li>▪ Supplier shall provide Valid and Current Driver's License for Vehicle Drivers.</li> </ul>	Copy of Current Driver's License of Drivers
	<ul style="list-style-type: none"> <li>▪ Supplier shall provide Valid Comprehensive Insurance Policy Coverage for Vehicles.</li> </ul>	Copy of Comprehensive Insurance Policy Coverage
<b>Financial Standing</b>	Minimum average annual turnover of \$70,000 for the past 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Financial Statements for the past 3 Years



	<p>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></p>	
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## ANNEX C

### TERMS OF REFERENCE / 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, 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

The purpose of this procurement is to provide reliable **Road Transport Passenger Services Within Kinshasa** for the IDLO DRC Country Office to enable it to fulfil its mission. The reliable transportation will facilitate timely transportation of staff and IDLO partners to various IDLO functions or activities within the Kinshasa Central Business District (CBD). Some of these activities will include taking staff to and from trainings, meetings and running IDLO other official errands.

#### C. Condition of Contract and Expected Output

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

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 Contractor cannot go beyond the upper ceiling price.

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

IDLO shall initiate a Secondary Tender to request confirmation from the Supplier on its service availability and prices by email. The Supplier shall confirm by return email within 48 hours (including any applicable discounts).

IDLO shall make award decisions 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.

Passenger on board the vehicle will monitor the logbook to be supplied by the Contractor. Passenger will sign on before pick-up, at every destination, and sign when drop off by passenger on board. The Programme Coordinator shall have a monthly review to track the movement of the vehicle in Kinshasa and other destinations to monitor the fuel consumption.

The Contractor is responsible for the provision of Insured Vehicles, Drivers and Maintenance Services.

**This ITB is for Road Transport Passenger Services Within Kinshasa**

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:

<b>Service Levels</b>	<b>Key Performance Indicator</b>	<b>IDLO Acceptable Standards</b>
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.

Service Levels	Key Performance Indicator	IDLO Acceptable Standards
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

#### D. Institutional Arrangement

IDLO will ensure that the Contractor regularly carries a logbook that will be signed at every stopping point.

The Finance and Administration Team will liaise/interact/collaborate with the Contractor.

The frequency of work will be determined by travel request and number of days required in accordance with Work Orders issued.

#### E. Duration of the Work

IDLO will place Work Orders at least 2 days in advance of the requirement.

The Framework Agreement will initially be signed for a period of up to 12 months. IDLO is not obliged to use the services provided by the Contractor.

IDLO will review the quality of services and deliverables during the initial 12-month period of the provision of services. Subject to satisfactory performance and agreement by both parties the Framework Agreement may be extended for another 12 months.

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

#### F. Work Location

Kinshasa, DRC.

The Contractor will be required to report regularly and be intermittently present at IDLO premises.

#### G. Qualifications of the Successful Contractor

##### 1. Minimum Qualification and Experience of the Supplier:

- a) The Supplier shall submit a Valid Business Registration Certificate / Tax Certificate.
- b) The Supplier shall have at least 2 Years of working experience as Vehicle Rental Services in DRC with UN or other international equivalent organizations.
- c) The Supplier shall provide a brief company profile with reference to Business Owners, years of operations in DRC, main office and branches, number of vehicles and types of vehicles, client list, number of staff working in the office.

- d) The Supplier shall provide CVs of the focal persons who will be responsible for operations and drivers who will be deployed to work for IDLO with their contact information.
- e) The Supplier shall provide Copies of Reference Letters from prior clients.
- f) The Supplier shall provide previous Certificates of Merit (if applicable)

**2. Minimum Qualifications and Requirements for Vehicle(s):**

- a) The Supplier must deploy fleet Vehicles whose models are no less than 2015 production. The Supplier must provide a list of Vehicles attached to a contracted comprehensive insurance policy.
- b) All Vehicles shall be affixed with Number Plates as required by law for use of IDLO.
- c) The Supplier must provide maintenance of the rented vehicles
- d) The Vehicles provided by the Supplier must be in fully functional and shall have tools and equipment as per Annex I - Standard Vehicle Equipment Checklist
- e) In the case of serious mechanical breakdowns, the Contractor will be asked to deploy an alternative fleet within 3-6 Hours depending on the location.

**2.1 Types and Models of Accepted Vehicles**

- a) The Supplier shall adhere to the brands of vehicles mentioned below:

Lots	Item	Description of Requirements	Category	Model
1	Nissan Patrol	Engine: 6 cylinders, Direct Fuel Injection, All Wheel Drive, 4 to 6 Speed automatic/Manual, Diesel or Petrol	4X4 Wheel Drive / SUV	2015or above
2	Toyota Land Cruiser	Engine: 6 cylinders, Direct Fuel Injection, All Wheel Drive, 4 to 6 Speed automatic/Manual, Diesel or Petrol		
3	Mistubshi	Engine: 6 cylinders, Direct Fuel Injection, All Wheel Drive, 4 to 6 Speed automatic/Manual, Diesel or Petrol		
4	Toyota Fortuner	Engine: 6 cylinders, Direct Fuel Injection, All Wheel Drive, 4 to 6 Speed automatic/Manual, Diesel or Petrol		
5	Toyota Hard Top	Engine: 6 cylinders, Direct Fuel Injection, All Wheel Drive, 4 to 6 Speed automatic/Manual, Diesel		
6	Toyota Hilux	Engine: 6 cylinders, Direct Fuel Injection, All Wheel Drive, 4 to 6 Speed automatic/Manual, Diesel		
7	7-seater Commuter vans	Engine: 6 cylinders, Direct Fuel Injection, 4 to 6 Speed automatic/Manual, Diesel		
8	4- Seater Saloon Car	Engine: 4 cylinders, Direct Fuel Injection, 4 to 6 Speed automatic/Manual, Petrol		

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### 3. Minimum Qualifications and Requirements for Driver(s):

- a) The Driver(s) employed by the Supplier shall hold a valid 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) Drivers must have a certificate In Defensive driving.
- c) 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.
- d) 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.
- e) Food and Accommodation for the Driver(s) during field travel shall be borne by the Supplier.
- f) All Driver(s) shall have a basic formal Education, must be able to read and write and have knowledge of essential governmental locations.
- g) Driver(s) with certifications in First Aid and able to utilize First Aid kits are particularly welcomed.
- h) 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.
- i) The Driver(s) shall provide an active mobile telephone number for communication in case of a breakdown or emergency.



H. Annexes to the TOR

**Annex I – Standard Vehicle Equipment Checklist**

Vehicle Equipment Checklist	Present	Absent	Notes and Remarks
<b>Vehicle Condition</b>			
Safety belts (front and rear)			Vehicle will be checked two days before departure.
Functional Lights			Vehicle will be checked two days before departure.
Functional Screen Washers			Vehicle will be checked two days before departure.
Functional horn			Vehicle will be checked two days before departure.
Functional Door Locks from Inside			Vehicle will be checked two days before departure.
High-quality tires			Vehicle will be checked two days before departure.
<b>Basic Equipment</b>			
Spare tyre			Vehicle will be checked two days before departure.
1 Car Jack			Vehicle will be checked two days before departure.
1 Wheel Spanner			Vehicle will be checked two days before departure.
1 Hazard Warning Triangles			Vehicle will be checked two days before departure.
<b>Off-Road Kit</b>			
Shovel			Vehicle will be checked two days before departure.
Digger			Vehicle will be checked two days before departure.
Cutlass			Vehicle will be checked two days before departure.
<b>Remote Field Kit</b>			

Vehicle Equipment Checklist	Present	Absent	Notes and Remarks
Tyre repair kit			Vehicle will be checked two days before departure.
Towing Cable			Vehicle will be checked two days before departure.
<b>First Aid Kit</b>			
First Aid kit package			Vehicle will be checked two days before departure.
Personal Protective Equipment package			Vehicle will be checked two days before departure.

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**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:	N_112_2024_DRC_ITB		
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]		
Driver's Licenses (provide a Copy of the valid Licenses):	[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"> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ Valid Tax Compliance Certificate 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 from the DRC Revenue Authority.</li> <li>▪ Trade name registration papers, if applicable</li> <li>▪ Copy of Purchase Orders / Reference Letters as proof of at least 3 Years of working experience as Vehicle Rental Services in DRC with UN or other international equivalent organizations.</li> <li>▪ Company Profile with reference to Business Owners, years of operations in DRC, main office and branches, number of vehicles and types of vehicles, client list, number of staff working in the office.</li> <li>▪ Copy of Comprehensive Insurance Policy Coverage for all vehicles listed</li> <li>▪ Copies of Current Driver's Licenses for the Drivers</li> </ul>		

**ANNEX F  
PRICE SCHEDULE**

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

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The IDLO reserves the option to either lease/rent or purchase outright the equipment through the Bidder.

The format shown in the below table should be used while preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

**LOT 1 Road Transport Passenger within Kinshasa**

	Description	Unit of Measure	Type of vehicle	Unit Cost in (USD or CDF) VAT Exclusive	Unit Cost in (USD or CDF) VAT Inclusive
1	Rental of Vehicle with driver (Full Day Service) - Fuel Included within to Kinshasa CBD	Per Day	Saloon		
			SUV		
			7-Seater		
			28-Seater		
2	Rental of Vehicle with driver (Hourly Service) - Fuel Included within Kinshasa CBD	Per Hour	Saloon		
			SUV		
			7-Seater		
			28-Seater		
3	Rental of vehicle with driver for Airport pick-ups	Per Trip	Saloon		
			SUV		
			7-Seater		

<p><b>Name, position and signature of the Bidder</b></p>   <hr style="border: 1px solid black;"/> <p><i>Duly authorised to sign this Bid</i></p> <p><b>Date:</b></p>	<p><b>Bidder's Stamp</b></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	<b>IDLO DRC Country Office</b>
Delivery date	<p>The Framework Agreement will initially 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 during the initial 12-month period of the provision of services. Subject to satisfactory performance and agreement by both parties the Framework Agreement may be extended for another 12 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 Contractor.

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**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>