

INTERNATIONAL DEVELOPMENT LAW ORGANIZATION
INVITATION TO BID

Reference: ITB N_12-2022/UKR/ITB

Date: August 9, 2022

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for **Procurement of Passenger Transportation Services (Taxi Services) to be provided on the basis of the Framework Agreement in Ukraine**. 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:

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| 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 N_12-2022/UKR/ITB** in the subject section of your email.

ITB N_12-2022/UKR/ITB

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Deadline for Submission of Proposals:
On or before **Date: August 25, 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
Ukraine County Office

**ANNEX A
INSTRUCTIONS TO BIDDERS**

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| 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 UAH.</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 is executed in both English and Ukrainian. In case of a discrepancy, the English version shall be treated as authoritative.</p> <p>While the Bidder may choose to respond to the Bid in Ukrainian, IDLO's correspondence, documents and Contract relating to the Bid 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 25, 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 shall be delivered within the agreed delivery days after issuance of Work Order from IDLO. The services will be delivered on the territory of Ukraine.</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</p> |

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| 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 Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.</p> |
| 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 N_12-2022/UKR/ITB 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</p> |

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| | <p>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 N_12-2022/UKR/ITB”</p> |
| <p>14. Joint Venture, Consortium, or Association</p> | <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 IV, 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"> 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. <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</p> |

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| | <p>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> |
| 15. Only One Bid | <p>The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ol style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; f) or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid. |
| 16. Late Bids | <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> |

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| | <p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Bids.</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</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 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. |

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| 24. Price variation | Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid. |
| 25. Preliminary Screening | IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order. |
| 26. Correction of errors | In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected. |
| 27. Due Diligence | <p>IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| 28. Responsiveness of Bid | <p>IDLO will determine the substantial responsiveness of each Bid to the ITB. For purposes of this Clause, a substantially responsive Bid is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.</p> <p>IDLO's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.</p> |
| 29. Evaluation of Bid | All eligible Bids are assessed whether they are compliant, i.e., meet or exceed the specifications of the ITB |
| 30. Right to Vary Requirements at the time of the Award | <input checked="" type="checkbox"/> N/A for Framework Agreement <input type="checkbox"/> Yes |

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| 31. Contract Award | <p>Contract Award shall be granted according to:</p> <ul style="list-style-type: none"> a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B); b) Full submission of Bid Submission Form (Annex D) signed and stamped; c) Full submission of Bidder Information Form (Annex E); d) Full submission of Price Schedule (Annex F) signed and stamped; e) Lowest priced, most technically acceptable/compliant offer; |
| 32. Contract Signature | <p>Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.</p> |
| 33. Debriefing | <p>In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future bids for IDLO procurement opportunities. The content of other bids and how they compare to the Bidder's submission will not be discussed.</p> |
| 34. Payment Terms | <p>IDLO will make payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.</p> |
| 35. General Terms and Conditions and Supplier Code of Conduct | <p>Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.</p> <p>The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.</p> |
| 36. Liquidated Damages | <p><input type="checkbox"/> N/A</p> <p><input checked="" type="checkbox"/> Yes - For late delivery of <u>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 |
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| 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 23. | 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, Vehicles Ownership and Insurance Coverage | <ul style="list-style-type: none"> • Information on the company, drivers employed, vehicle details. | <ul style="list-style-type: none"> • List of drivers employed. • Fleet vehicle (number of vehicles, models, build dates, vehicle compliance certificates, if applicable). • Copy of the Vehicle registration certificate. • Copy of Liability Insurance policy coverage (OSCPV). <u>Note:</u> OSCPV is a compulsory auto insurance policy for civil liability of the driver in Ukraine. • Copy of driver's license who will be assigned for the trips. • Copy of the national ID of the driver/s. |

B. QUALIFICATION CRITERIA

| QUALIFICATION | | |
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| Previous Experience | Minimum three (3) years of the working experience in providing passenger transportation services (taxi service) in Ukraine and of relevant experience in Car/Vehicle rental operations with other clients with UN or other international organizations. | Minimum two (2) reference Letters from prior Clients |
| | Minimum two (2) contracts of similar value, nature and complexity implemented over the last two (2) years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i> | Copies of two (2) Contracts / Purchase Orders as evidence of the firm experience in delivering similar services |
| Financial Standing | Minimum average annual turnover of EUR 5,000.00 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i> 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 <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i> | Audited Financial Statements or Bank Statements the past three (3) years |

ANNEX C
TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS
FOR PROCUREMENT OF TRANSPORTATION SERVICES (TAXI) IN UKRAINE

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

IDLO aims to provide technical support efficiently, effectively, with accountability and transparency, and as such, the IDLO office in Ukraine is seeking qualified Service Providers to establish a Framework Agreement. The purpose of this procurement is to provide reliable Passenger Transportation Services (Taxi Service) for the IDLO Ukraine Country Office to enable to fulfill its mission and to ensure that IDLO staff members and experts on official business trips get to a place of the destination in the most effective and safest way. The IDLO Ukraine Country Office in shall select a transportation company (taxi provider) through a transparent and rigorous procurement process pursuant to the IDLO Procurement Policies and Procedures.

Based on the Framework Agreement the Service is expected to be provided on a "need base". The need of the transportation services required will be identified by placing a Work Order on a "need basis".

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”.

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 route of the travel; location, date and time when/where the passenger is to be picked up. The Work Order will also confirm the unit price, lifted directly from Framework Agreement. Additional logistical details may also be included.

The Contractor shall be ready to provide the services at any time during which the Framework Agreement is valid.

This ITB is for **the Framework Agreement for the Procurement of Passenger Transportation Services (Taxi Service)**.

D. Institutional Arrangement

The IDLO Point of Contact will liaise/interact/collaborate with the Contractor prior, during and after the travel to ensure the Contractor receives the travel details on time and completes the performance of the required services.

IDLO POC will notify the Contractor two (2) calendar days in advance at minimum, by means of a Work Order to as IDLO's commitment against Framework Agreement.

The Contractor is responsible for the provision of Vehicles, Drivers, and Maintenance Services of the Vehicles as well as timely performance of the required services.

E. Duration of the Work

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.

F. Work Location

It is foreseen that the Passenger Transportation Services will be provided within Ukraine with the possibility to extend the need of the transportation services across the Border (e.g., Polish or Hungarian border crossing). Anticipated trips include but are not limited to travels between the Ukraine-Polish border crossing and Kyiv, via L'viv. Destinations will be identified on a "need base" and indicated in a Work Order submitted to the Contractor.

The Contractor will be required to report on completed trips through the Act of Services rendered.

G. Scope of Work and Requirements to the Contractor

- Send a passenger vehicle to the location (address) within Ukraine indicated by IDLO.
- Use passenger vehicles by European, Japanese, or American car manufacturers, not older than 10 years, Class C or higher, within the engine capacity up to 3 liters.
- Maintain vehicles in good shape.
- Deploy clean cars, the cabin and externally, taking into account weather conditions.

- Replace the car in case of an unforeseeable malfunction during the trip within a reasonable time.
- Maintain contact with IDLO POC during the entire trip.
- Carry out long-distance intercity trips within Ukraine.
- Accept a new order only upon written request issued in the Work Order, sent by email from the relevant IDLO staff. The order shall be accepted within 24 hours after its receipt.
- Report on travel details (date, route, calculation of the travel expenses).
- Ensure that the driver possesses the license of the relevant category and the agreement (policy) on the compulsory insurance of the civil liability of vehicle owners.
- Ensure that a car has a First Aid Kit as per the required and permitted standards, and that the Driver is able to use the First Aid Kit when needed.
- Maintain sufficient amount of fuel for completion of the trip.
- Have a detour plan should the main route prove impassable.
- Strictly follow traffic rules and regulations.
- Make short stops during the trip upon passenger's request.
- Maintain situation awareness before and during the trip, paying special attention to official security notifications and adjust the route and pace accordingly.
- Acknowledge that IDLO is not responsible for the small number of orders or complete lack of them.

H. Qualifications of the Successful Contractor

Minimum Qualification and Experience of the Contractor:

- a) The Supplier shall submit a valid business registration / tax certificate.
- b) The Supplier shall submit a valid vehicle registration certificate.
- c) The Supplier shall have at least three (3) years of the working experience in providing passenger transportation services (taxi service) in Ukraine and of relevant experience in Car/Vehicle rental operations with other clients with UN or other international organizations.
- d) The Supplier shall produce a copy of the national ID and driver's license of drivers employed.
- e) The driver(s) assigned by the Supplier shall hold a valid Driver's License and shall have a minimum of five (5) years of relevant professional experience. The Driver shall be fully qualified, physically and mentally fit, without criminal record.
- f) The Contractor is fully responsible for the assigned drivers' performance and behavior which must comply with IDLO's Supplier Code of Conduct. The Driver(s) shall adhere to acceptable professional behavior standards and have client-oriented attitude. Unacceptable behavior includes, but is not limited to, harassment or discrimination based on race, color, sex, age, sexual orientation or national origin or religion. The Contractor's drivers shall perform their tasks in a professional and thorough manner and.
- g) The Contractor is further obliged to change any of the assigned driver upon the request of IDLO in case the driver's performance is found unsatisfactory.
- h) The Driver(s) shall provide an active mobile telephone number for communication in case of need or any emergency situation.

I. Scope of Tender Price and Schedule of Payments

This ITB is for **the Passenger Transportation Services (Taxi Service)** in line with the following specifications.

In line with the deliverables set forth in Annex C, IDLO shall compensate the Contractor in the amount established in the Contract and payable under conditions of Article 6 of the General Terms and Conditions. The payment is made by bank transfer within 30 days after satisfactory receipt of the Services by IDLO and upon receipt of the complete and correct invoice as well as Act of the rendered Services by Contractor.

Note:

- IDLO does not pay for sending a car to the pick-up address. The Cost of deploying the car should be included in the service fee.
- The kilometers should not be calculated on a round trip basis but exactly of the route assigned. IDLO will be responsible for the payment based on the detailed route prior assigned in the Word Order.
- In order to confirm the fact of the provision of the Services by the Contractor in their entirety or on the specified date, the Parties will sign an appropriate Act of the Services rendered, which shall prove the provision of the stated Services by the Contractor.

| Lots | Item Name | Specification | Unit Measure |
|-------------|--|--|-------------------------------|
| 1 | Car rental with a driver, intercity trip | Example of the route: Shehyni-L'viv-Kyiv <i>Note: routes are identified by means of the Work Order while ordering the service</i> | Rate per one (1) Kilometer |
| 2 | Car rental with a driver, city rate | For example: route → Danylo Halytskyi Airport/railway station – Lviv, etc.) | Rate per one (1) Time Service |
| 3 | Car rental with a driver, city rate | For example: trips to various locations within the city | Rate per one (1) Hour |
| 4 | Waiting time | For example: at the border, between the trips within or outside the city) | Rate per 30 minutes |

**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_12-2022/UKR/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] | | |
| 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 business registration and tax certificates ▪ Valid vehicle registration certificates ▪ List of drivers employed ▪ Fleet vehicle (number of vehicles, models, build dates, vehicle compliance certificates, if applicable). ▪ Vehicle registration certificate; ▪ Copy of Liability Insurance policy coverage. ▪ Copy of driver's license who will be assigned for the trips. ▪ Copy of the national ID of the driver/s ▪ Copies of two (2) contracts as evidence of providing the passenger transportation service ▪ Audited financial statements (balance sheets, including all related notes, and income statements) and/or bank statements for the last 3 years ▪ Self-Attestation Letters on Eligibility, Litigation History, Bankruptcy (see Annex B for details). | | |

ANNEX F PRICE SCHEDULE

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

IDLO is registered in Ukraine as an implementer of international technical assistance project and is free of VAT obligations. This means that the price in the quotation must be indicated without VAT and any invoice submitted in the future must include the phrase «**No VAT**».

Table 1: Offer to Supply Services Compliant with Technical Specifications and Requirements

| Lot | Item Name | Description | Unit of Measure | Quantity | Compliance with Technical Specifications in Annex B | Unit rate in UAH |
|-----|--|----------------|-----------------|----------|---|------------------|
| 1. | Car rental with a driver, intercity trip | As per Annex C | Kilometer | 1 | <input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach) | |
| 2. | Car rental with a driver, city rate | As per Annex C | Service | 1 | <input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach) | |
| 3. | Car rental with a driver, city rate | As per Annex C | Hour | 1 | Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach) | |
| 4. | Waiting time | As per Annex C | Minutes | 30 | <input type="checkbox"/> Comply <input type="checkbox"/> Not Comply. Alternative specification offered (please attach) | |

| | |
|---|------------------------------|
| <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> |
|---|------------------------------|

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 Country Office, Kyiv, Ukraine |
| Delivery date | 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. 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_august_2020.pdf

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_feb_2022.pdf

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