# INVITATION TO BID-

**Tender:** **Vehicles Rental – Yemen**

**REF:** **RFY-YEM-01-2025**

|  |  |
| --- | --- |
| TO |  |
| Address |  |
| Phone & Fax No. |  |
| Email |  |

|  |  |
| --- | --- |
| FROM | Read Foundation |
| Address | Aden Governorate, Khor Maksar District, Al-Rasheed Street, Al-Shaheed Muhammad Naji Unit, Villa No. (1249) |
| Phone & Fax No. | **02-236363/02-236336** |
| Email | [**yem.procurement@readfoundation.org.uk**](mailto:yem.procurement@readfoundation.org.uk) |

|  |  |  |
| --- | --- | --- |
| No | processes schedule | Time, date, address as appropriate |
| 1 | Date of Posting Tender | **27/04/2025** |
| 2 | Deadline date and time for submitting Tenders | **11/05/2025 03:30 PM** |
| 3 | Tenders opening location | Khor Maksar - Aden |
| 4 | Tender opening date and time | -- |

**Terms and Conditions of how to submit Proposals**

* Any Proposal submitted after the stated deadline shall not be considered.
* Delivered in two sealed envelopes
* One envelope “Financial Proposal” marked with tender Reference Number should be Submitted after being signed, stamped and sealed envelopes labelled as “Original” indicating the tender Number and should clearly show bidders’ names, addresses and should hold bidders’ legal stamps
* Second envelope "Technical Proposal" marked with tender Number should clearly show bidders’ names, addresses, telephone number and should hold bidders’ legal stamps.
* Please return back to Read Foundation – Aden Office the Annexes 1, 2 and 3 (RFQ) filled, signed and stamped.

**Requirement for eligibility**

* All maintenance costs of the vehicle will be the responsibility of the Lessor. If for any period, the Lessee cannot use the vehicle, due to long repair times, the remuneration will not be paid, for the lost days the Lessor will be responsible to provide another car with same specifications.
* Vehicle should be in a very good situation for long use.
* Vehicle model should be from 2016 and above.
* Vehicle must have GPS tracking device installed and working.
* The vehicle must have safety features and equipment and first aid kits.
* Price should be inclusive Any Tax payable by the Supplier such as Sales Tax
* Read Foundation Yemen is not liable for total loss of the car, Carjacking, or any damage caused
* RFY will rent the vehicle to be used for travel to other governorates for short mission and company will be notified before such a mission.
* Drivers and cars should be available daily at RFY Offices prior to starting journey.
* vehicles should be available for7 days a week and working hours for drivers from 8 AM till 8PM – No overtime payment by RFY even during weekend
* vehicles should be covered by comprehensive insurance
* The company must ensure safety of the passengers and ensure to provide qualified drivers with minimum of 5 Years' experience
* Drivers should have valid driver’s license and will follow RFY Policies and procedures
* Cars and drivers cannot be changed by Rental Company without prior approval from RFY
* Rental Company should not Use any of its Employee's or RFY Employee's Vehicles.
* Rental Company should provide all the actual and valid ownership, license and all vehicle documents.
* The financial offer should clearly state that the prices offered should match the technical specifications as mentioned in the TENDER. If for any reasons some specifications cannot be met, this must be clearly stated in the financial offer.

***Origin***

No limit – age of car: not older than 2016, unless requested specifically differently

***Delivery***

Delivery of service should be within a maximum of 2 days from the issuance of request.

***Guarantee/warranty***

The Supplier warrants that all the vehicles object of this tender shall conform fully to all requirements of this Tender, shall be free from defects in material and functioning. This warranty shall remain valid for all the validity of the contract from the date of delivery of the vehicles.

***Inspection and testing***

Inspection is at Supplier cost. If an inspection must be repeated due to the Supplier Company’s default, the cost of the second and any subsequent inspections for the same order (or a lot, if part of the inspection) will be still charged to the Supplier Company.

*Documentation required.*

| Document | | N°  Originals |
| --- | --- | --- |
| Title | Note |
| **Annexe 1,2**, **and 3** | filled in, signed, and stamped by the vendor | 1 |
| Commercial Certificate issued by the Chamber of Commerce, Tax Card, Zakaat Card, Insurance card and registration documents, |  | 1 |
| Official Letter (letter head) from the Vendor (company) stating the name of the manager of the company with copy of ID card in attachment |  | 1 |
| Experience Certificates and List of references of same kind of services from previous clients, Hospitals/ INGOs and UN organizations is preferred. |  | 1 |
| Bidders must submit a 4% Bank Guarantee of the total Financial proposal along with proposal submission. |  | 1 |

***Currency***

Tenders must be presented in USD

***Methods of payment & Payment Retention***

A contract will be signed between RFY (Country Director) and the supplier within two weeks from receiving, evaluating and selecting the complete Bid documents required.

Upon completion of work, or part therefore, Supplier shall forward original invoice together with signed and approved completion documents to READ foundation office.

The payment will be made within 15 days of receiving the invoice

Payment shall be made by bank check or bank transfer and shall be authorized and made by RFY' Country Director. They shall be deemed to have been made on the date on which they are debited to this authority’s account.

Payments shall be made in US Dollars.

***Acceptance of the offer***

RFY reserves the right to accept the offer completely or in partly by Lot.

***Taxes and duties***

Taxes and duties should be included in the provided price offers.

***Incomplete or inconsistent offers***

Incomplete or inconsistent offers will not be taken into consideration.

***Delay in delivery***

Any delay in delivery after signing the contract RFY has the right to either contract other company or charge the cost on the contactor or non-payment for days of delay and could lead to an immediate cancellation of the agreement.

***Evaluation of tenders***

**Examination of the administrative conformity of tenders**

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions with them. Substantial departures or restrictions are those: which would affect the scope, quality or implementation of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply.

Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

**Technical evaluation**

|  |  |
| --- | --- |
| **Technical Evaluation Criteria** | Total Possible Points Per Category |
| Service Provider’s experience in similar types of works in the past | **30** |
| Quality of the offered services | **35** |
| Financial Capacity | **20** |
| Submission of business documents | **15** |
| **Total** | **100** |

After analyzing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical compliance of each tender, classifying it as technically compliant or non-compliant.

**Financial evaluation**

1. Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
   * where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
   * Except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.
2. Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, the tender will **be rejected.**

***Rules and Ethics Clauses***

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| --- |
| Natural or legal persons are not entitled to participate in competitive tendering if:   1. They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations; 2. They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations; 3. They have been convicted of an offense concerning professional conduct by a judgment which has the force of res judicata (i.e., against which no appeal is possible); 4. They are guilty of grave professional misconduct proven by any means which the contracting authority can justify; 5. They have not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country where they are established; 6. They have not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country where they are established; 7. They are guilty of serious misrepresentation in supplying the information required by the contracting authorities as a condition of participation in a tender procedure or contract; 8. They have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the same Contracting Authority or another contract financed with the same Donor’s funds; 9. They are in one of the situations allowing exclusion referred to in the Ethics Clauses (paragraph below) in connection with the tender or contract.   **Ethics Clauses**  **Policies**:  RFY POLICIES ON ANTI-PERSONNEL MINES & CHILD LABOUR: RFY require that a Vendor guarantees that he is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any component produced primarily for the operation thereof, and that the Vendor represents and warrants that neither he, nor any of its vendors are engaged in any practice inconsistent with the rights set forth in the UN Convention on the rights of the child.  In the event of criminal cases, RFY informs the police if necessary and with the guidance of its legal consultant.  **FURTHER RFY POLICIES:**  Any attempt by a candidate or bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.  Without the Contracting Authority’s prior written authorization, a Vendor and his staff or any other company with which the Vendor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could owe to the nature of the contract, give rise to a conflict of interest on the part of the Vendor.  When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest and that he has no particular link with other tenderers or parties involved in the project. Should such a situation arise during the performance of the contract, the Vendor must immediately inform the Contracting Authority.  The Vendor must at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession. He must refrain from making public statements about the project or services without the Contracting Authority’s prior approval. He may not commit the Contracting Authority in any way without its prior written consent.  For the duration of the contract, the Vendor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary country.  The Vendor may accept no payment connected with the contract other than that provided for therein. The Vendor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.  The Vendor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Vendor are confidential.  The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.  The Vendor shall refrain from any relationship likely to compromise its independence or that of his staff. If the Vendor ceases to be independent, the Contracting Authority may, for any injury suffered by him, terminate the contract without further notice and without the Vendor having any claim to compensation.  The Contracting Authority reserves the right to suspend or cancel the contract if ‘corrupt practices’ are discovered at any stage of the award process or during the implementation of the contract itself. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any action relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.  The Vendor declares truthfully by signing hereinafter that she/he does not either directly or indirectly support armed groups or militia or has any kind of affiliation with the same in general and that she/he is not directly or indirectly involved in any terrorist action in particular.  Tenderers must provide a statement to the effect that they are not in any of the exclusion situations (annex 2). |

**RFY representative**

|  |  |
| --- | --- |
| **Date** |  |
| **Name** | |  |
| **Title** | |  |
| **Address** | |  |
| **Signature and Stamp** | |  |

**The Bidder:**

|  |  |
| --- | --- |
| **Date** |  |
| **Name** | |  |
| **Title** | |  |
| **Address** | |  |
| **Signature and Stamp** | |  |

**Annexes**

1. Tender Form
2. Tenderer’s Declaration
3. RFQ

**Annex 1: TENDER FORM**

**To: Read Foundation- Yemen**

# Address:

**Your ref.**:

We, the undersigned, hereby declare that:

1. We have examined and accepted in full the content of the Invitation to Bid for
2. We offer to deliver the items in the TENDER referred in pages No. 2 & 3, in accordance with the terms of the Invitation to Bid, without reserve or restriction:
3. We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
4. We are fully aware of the warranty articles enclosed in this tender dossier, and we declare our full obligation with the warranty terms and conditions.

Name and Position of the person authorized to sign this tender:

………………………………………………………………….....................................................

Duly authorized to sign this tender on behalf of:

…………………………………………………………………......................................................

Place and date: ..................................................

Signature:

Stamp of the firm/company:

**ANNEX 2: TENDERER’S DECLARATION**

**To: Read Foundation - Yemen**

# Address:

**Your ref.**:

We, the undersigned, hereby declare that:

1. We are not in any of the situations excluding us from participating in contracts which are listed in **Tender**
2. We agree to abide by the ethics clauses in the Tender and, in particular, have no potential conflict of interests with other candidates or other parties in the tender procedure at the time of the submission of this application.
3. We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by RFY.
4. We note that the contracting authority is not bound to proceed with this TENDER and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

Name and Position of the person authorized to sign this tender:

…………………………………………………………………...............................................

Duly authorized to sign this tender on behalf of:

…………………………………………………………………..............................................

Place and date: ...........................................................

Signature:

Stamp of the firm/company