

Relief International Yemen Aden, Yemen

17 June, 2025 RI/YEM/Aden/25/90 This Tender restricted to Yemen with official registration documents in Aden

Dear Sir / Madam,

Relief International (RI) invites your submission of bid in order to provide services in accordance with the conditions detailed in the attached documents. RI seeks a Contractor for Tow years fixed price blanket purchase - framework agreement for Vehicles Rental (All over Yemen) between RI and winning Contractor for the car rental with no financial commitment.

The Invitation to Tender (ITT) details are as follows:

Vehicles Rental Services (All over Yemen)
21 calendar Days
17 June 2025
08 July 2025
Two Years

This ITT document contains the following:

This Cover Letter

- Annex A RI Bid Form Invitation to Bid No. RI/YEM/Aden/25/90
- Annex B Tender and Framework agreement Award Acknowledge Certificate
- ☑ Annex C Conditions of Tendering
- Annex D General Conditions of Framework agreement (which will be signed by the successful Bidder)
- Annex E Terms of reference (complete Guidelines)
- ☑ Annex F Bill of Quantities

The following documents must be submitted in a hard copy, and the price in soft | hard copy (CD | USB Excel sheet) in a sealed envelope for your Bid to be accepted by the Tender Opening Committee:

- The attached RI Bid Form (Annex A) must be completed and submitted in accordance with Annex
 C. The Delivery Period must also be shown on the Bid Form.
- Completed Bill of Quantities.
- The attached Tender and Framework agreement Award Acknowledgement Certificate (Annex B) must be completed and be duly signed by an authorized company representative and submitted in accordance with Annex C.
- Copies of official company/organization registration documents and essential certificates.

Full package of bid documents must be submitted in a <u>sealed</u> envelope; the only information on the envelope should be the following:



Relief International, Yemen Office - Aden Socotra Street, behind UN enclave, Khormakser, Alshabat Aden City. (Tender No. RI/YEM/Aden/25/90).

ITT Package documents should be collected from RI office, Aden by submitting an Interest request letter in company official letter signed and stamped

Full bid submissions must be received at the address below no later than <u>08 July 2025 at 2:00 PM</u> local time. Failure to meet the closing date/time may result in the tender being void. Returned bids must remain valid for consideration for a period of not less than 90 days from the closing date. Contractors are freely and welcome to submit their bid anytime before the closing date.

Document to be submitted to location as follows: Location : Relief International, Yemen Office - Aden Socotra Street, behind UN enclave, Khormakser, Alshabat Aden City.

Yours faithfully,

Tender Committee Relief International



PROVISIONAL TIMETABLE

Activity	Date
Posting of tender announcement and Package	17 June, 2025
Return of tenders (Closing Date)	08 July, 2025

AWARD CRITERIA

Award of the framework agreement will be evaluated and scored based on the following criteria:

A. Mandatory / ADMINSTRATION CRITERIA

Mandatory criteria below will be assessed during the opening session, the bidders shall provide all documents for the mandatory criteria in the proposal, the bidder must submit one envelop for both technical and commercial

• Envelope: Technical and Financial proposal, where financial offer should be submitted in soft copy (Excel) and hard copy signed and stamped. All documents should be submitted in Hard and Soft copy in sealed envelope CD | USB.

- Legal registration to work in Yemen(Official Registration documents to be issued from Aden)(proven valid registration commercial and Tax ID be issued from Aden). Registration Card and Tax Card issued from Authorities in Aden.
- Legal authorization to work in vehicle rental (Work permit from ministry of transportation from Aden), the bidder who are interested to work within Marib, must submit (work permit from the Marib Authority).

An advance bank guarantee of USD 10000 from the total offer value valid for **90** days effective from <u>08 July 2025</u> must be submitted at the day you submit your proposal to RI. Bank Guarantee needs to be issued from Aden Bank for Microfinance. (RI will not accept any proposal without a bank guarantee), RI will return the bank guarantee once evaluation is completed or bidder disqualified.

- Copy of Valid Insurance policies to be provided for each and individual vehicle to be provided to RI.
- Contractor Must provide a prove of contract with GPS Providers.
- Company Must prove the ownership of the vehicles.

Note:

All documents required in the mandatory section will be assessed during the opening session and any failure to provide above listed documents (with due date based on contract award date mentioned above) will lead to rejecting the vendor's proposals. We encourage all contractors to keep the above mandatory requirements in different envelop.



B. EVALUATION CRITERIA

Technical c	riteria- After passing the Mandatory Criteria				
No	Criteria	Weighting %			
1	The company should have similar work experience for at least 3 years preferably with INGOs). (Attach previous contracts).	10			
2	The Company owes more than 20 vehicles similar to what RI demands. (Please attach the ownership proves) Certificate).	10			
3	The Company should have the maintenance manual / guidance, safety and security manual/ proving having Maintenance workshop or agreement with workshop Please attach copies manual/guidance/Safety manual/Prove of owning workshop or contracting workshop for maintenance.	5			
4	Company should provide Insurance Policy covering their vehicles	5			
5	GPS Tracker service (please attach the certificate for a valid Contract), this will be check during the due diligence visit.	5			
	Due diligence				
	 Due diligence and inspection: - Bidder exist in Aden (should have functional office) Bidder capacity to respond in emergency by having 24/7 emergency support on call whenever car needed, standby cars available upon immediate request from RI Bidder vehicles are in good conditions (spot check) Bidder has stock of fuel that can be enough for 3 months. 	15			
	Bidder has all required department and fair human resources.				

Financial criteria			
No	Criteria	Weighting %	
1	Prices demonstrate an economically advantageous position for Relief International.	40	
2	The financial sustainability throughout audited financial statements.	5	
3	Functional finance system to perused the payments, Invoices and outstand payment (during the due diligence).	5	



The following criteria are considered quite important in the evaluation of this tender:

C. PREFERRABLE CRITERIA

The following criteria are considered quite important in the evaluation of this tender:

The financial sustainability of Bidder

- Bidder's responsiveness in emergency situations
- Bidder's ability to provide warranties and guarantees as part of the framework agreement
- Bidder demonstrates unique selling points and additional benefits or services that are of value to Relief International
- Three Satisfactory client references preferably INGOs.

D. Special Conditions:-

- For Expats Vehicles, RI has the right to nominate the drivers and contractor must employe them.
- The required Drivers for RI Expats vehicles are normally between 2-3 drivers working on 2-3 shifts each shift 8 hours and sometimes based on budget limitation can reduced them to 2 drivers per day.
- Expats Vehicles drivers must receive net salary of USD 400/Month



ANNEX A

Part One: RI BID FORM – Invitation to Bid No: RI/YEM/Aden/25/90

Required Delivery Date: within 2 days of PO	Offered Delivery Date:
Required Delivery Destination: Aden, Shabwa, Marib, Lahj,	Offered Delivery Destination:
This Bid is valid for: 90-days offer / 2 years fixed price	Offer Validity day by Contractor:
Currency of Bid: US Dollars	
A. All vehicles in bid offer will be 2019 or later models?	Yes No
B. Are you in position to provide Hybrid Cars Model above 2020?	Yes No
C. All the vehicles having full comprehensive Insurance Including 3 rd party	/? Yes No
D. Our company has safety and security procedures and manuals?	Yes No
E. Our company has maintenance guidance or manuals?	Yes No
F. Our company has its own Maintenance workshop or contract with	n? Yes 🗌 No 🗌
G. Our company has Fuel storage/Fuel station, capacity at least for 3mon	nths? Yes No
H. Our company has vehicles tracking system (GPS)?	Yes No
I. Our company provides cover life insurance for the drivers?	Yes No



J.	Our company has English speaking drivers?	Yes	No	
К.	All drivers have valid licenses and clean records?	Yes	No	
L.	Our company provides capacity building trainings for the drivers?	Yes	No	
м.	Our company has a customer services department?	Yes	No	
N.	Prices should be fixed for a period of 24 months?	Yes	No	
0.	Are you able to work in Marib			
Ρ.	Total Number of Vehicles owned by Company, Drivers			
Q.	Locations of company branches/ representatives			



Supplier Questionnaire.

This questionnaire will help us understand more the quality of the services.

Geographical scope and coverage:

1. How many governorates your service can cover?

Aden	
Abyan	
Lahj	
Shabwa	
Marib	
Taiz City (Al-	
Madena)	
Al-Dhalee	
West Coastal area or others	

2. Do you have office/ car garage in the following Locations and do they have maintenance services?

Aden	
Abyan	
Lahj	
Shabwa	
Marib	
Taiz City (Al- Madina)	
AI-Dhalee	
West Coastal area or other	



3. How many Fuel stations belongs/subcontracted to/by you are inside your covering the below area?

Aden	
Abyan	
Lahj	
Shabwa	
Marib	
Taiz City (Al-	
Madena)	
Al-Dhalee	
West Coastal Area or others	

4. How many of your cars covered by insurance? If yes, which type of insurance?

5. How many similar contracts do you have with UN/INGOs? Please attach the contracts?

6. How long have you been in the business?



7. What is your way to handle a suddenly damaged car that is under service, and can you include in your briefing how long will it take?

Drivers / rules and conditions

- 1. Can you provide the list of English speaking drivers?
- 2. Do you accept to pay the drivers a salary of Net of USD 400 for monthly or USD 20/day for daily car?
- 3. How much is the periderm for the driver if spends overnight?
- 4. How much will the driver be paid if working in holidays?
- 5. How long will it take to replace a driver in case of sickness/absence?
- 6. Do you Accept that RI can nominate the drivers?



ANNEX A (PAGE 2)

Part Two: RI BID FORM – Invitation to Tender No: RI/YEM/Aden/25/90

BUSINESS INFORMATION

Company Name:	Contact person:
Registration Number:	TAX ID:
Address:	Phone No:
	Facsimile No:
	Email Address:
A duly authorized company representative.	WWW Address:
Signed:	Title/Position:
Print Name:	Date:

BUSINESS REFERENCES (3 minimum)

Name of Organization	Contact Person	Email / Telephone	Comment



ANNEX B

Tender and Contract Award Acknowledge Certificate *This attachment must be signed and submitted with the Bid

1. In compliance with the Instructions and Conditions for Invitation to Bid (Annex C), General Terms of Contract (Annex D), we the undersigned, offer to provide some or all of the items or services quoted for, at the prices entered in the attached RI Bid Form, delivered to the destination specified therein.

2. We accept the terms and conditions set forth in the Terms and Conditions for Bid (Annex C) and the following requirements have been noted and will be complied with where applicable:

- a. That the freight cost if separate from the Unit price shall be shown separately, which shall be the basis for delivery for any contract resulting from this ITT.
- b. We confirm that for any offer made where the delivery destination is not as requested in the ITT, that RI reserves the right to disregard the offer.
- c. That conditional Bids cannot be accepted.
- *d.* That the currency of the Bid should be preferably in US Dollars.
- e. Show any discount being offered to RI (Annex C).
- f. RI reserves the right, at its own discretion:
 - To award a contract for a lesser or greater quantity than the total quantity Bid for.
 - To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder (see Annex C).
- g. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract.
- Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered.
- i. We confirm that the validity of this offer is for the calendar days reflected in Annex A and are from the date of the ITT closure.
- *j.* We agree to the terms and conditions set forth in the RI General Terms of Contract (Annex D)
- k. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.
- I. We agree to abide by the RI Child Protection Policy and Reporting of Misconduct.
- 3. We further certify that the below signed company:

- a. Is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Has not been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata;
- c. Has not been guilty of grave professional misconduct proven by any means;
- d. Has fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or those of the country where the contract is to be performed;
- e. Has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- f. Has not, following another procurement procedure or grant award procedure, been declared to be in serious breach of contract for failure to comply with our contractual obligations.

4. We are submitting this ITT Bid in our own right. We confirm that we are not bidding for the same contract in any other form. We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorized to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium for the entire period of the contract's performance.

5. We are not in any of the situations excluding us from participating in contracts that are listed in the Terms and Conditions for Bid (Annex C). In the event that our Bid is successful, we undertake to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for



submission of Bids and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void.

6. We will inform RI 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 the Donor.

7. We note that RI is not bound to proceed with this ITT and that it reserves the right to award only part of the contract. It will incur no liability towards RI should it do so.

We agree to the above terms and conditions.

Submitted by:

Company Name

Place

Date

Title/Position

Print Name

Signature

A duly authorized company representative

Company Stamp



<u>ANNEX C</u> <u>Terms and Conditions of Tendering</u> *This attachment must be submitted with the bid

1. Submission of Bids

Bid Form

Bids must be submitted in a hard copy of the attached Bid Form (Annex A), in a sealed envelope, addressed and delivered to the address in the cover page. Bids must be received before the indicated time and date as set forth in the cover page.

Bids submitted by email, fax, mail or courier are at the Bidders risk and RI takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by RI in accordance with the ITT requirements, prior to the specified date and time above. RI will consider only those portions of the Bids received prior to the closing date and time specified and that any Bids received after that time will not be considered.

2. Submission of Samples

If you are requested to submit samples of the items offered, then failure to do so may render your Bid invalid. Samples submitted should each be clearly marked with the same item number which is used on the RI Bid Form (Annex A). Sample packaging must be clearly marked 'Samples' with the ITT number and the Bidder's name etc.

3. Completion of Bid Form

Prices Quoted

Offers of discount **other than** for prompt payment will be a consideration in award of contracts.

Where freight is quoted it must be via a mode consistent with the temperature requirements of the goods.

Currency

The currency of the Bid should preferably be in USD.

Language

The Bid Form, all correspondence and documents related to the ITT exchanged by the Bidder and RI must be in English.

Packaging

Packaging shall be of International shipping standard, strong quality, and suitable for shipment.

Origin, Quantities, Bids

The **country of origin** of the items bided for must be clearly stated. As far as possible Bids should be for the full RI quantity required.

The Bid Form must be completed in all other respects when Bids for particular items are not submitted. This should be clearly indicated on the Bid Form i.e. a line drawn through those items not being Bid for. Explanations, which may be deemed necessary should be clearly set out and will be considered as an integral part of the Bid.

Presentation

Bids should be typewritten; if hand written they should be clearly legible. Prices entered in lead pencil <u>will not</u> be considered. All erasures, amendments, or alterations must be initialed by the signatory to the Bid. Do <u>not</u> submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. A completed duplicate of the Bid Form should be retained by the Bidder for record purposes. All documentation must be written in <u>English</u>. All Bids must be signed by a duly authorized representative of the Bidder.

Lots

If the ITT is divided into Lots then the Bidder may bid for one or all Lots. Each lot will form a separate contract and the quantities indicated for different Lots will be indivisible. The Bidder must offer the whole of the quantity or quantities indicated for each Lot. Bids for part of a Lot will not be considered.

If the Bidder is awarded more than one Lot, a single contract may be entered into covering all those Lots.

If the items have not been divided into Lots then Bids must be for the entirety of the quantities indicated.

Split Awards

RI reserves the right to split the award among the bidders or based on geographical existence or preference, locations.

4. Correspondence

All communications from Bidders to RI relating to the tender must be in writing and addressed to the email identified in the Cover Letter. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Responses to questions submitted by any Bidder will be circulated by RI to all Bidders to ensure fairness in the process.

5. Prices

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

6. Validity Period

Bids shall be valid for at least the minimum number of days specified in the ITT from the date of Bid closure. In the event that a Bidder is in a position to extend the validity of his offer for a limited period beyond the required minimum, this should be stated on the Bid Form. RI reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum



limitation.

7. Acceptance

RI reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITT Closure.

8. Award of Contracts

This ITT does not commit RI to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by RI. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of RI and the successful Bidder.

RI may award contracts for part quantities or individual items. RI will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. RI reserves the right to cancel any ITT, to reject any or all Bids in whole or in part, and to award any contract.

Contractors who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future ITTs.

9. Confidentiality

This ITT or any part hereof, and all copies hereof must be returned to RI upon request. It is understood that this ITT is confidential and proprietary to RI, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to other without the prior written consent of RI, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITT, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITT.

10. Collusive Bidding and Anti-Competitive Conduct

Bidders and their employees, officers, advisers, agent or subcontractors must not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- » The preparation of submission of Bids,
- » The clarification of Bids,
- » The conduct and content of negotiations,
- Including final contract negotiations, in respect of this ITT or procurement process, or any other

procurement process being conducted by RI in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anticompetitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to RI, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

11. Improper Assistance

Bids that, in the sole opinion of RI, have been compiled:

» With the assistance of current or former employees of RI, or current or former contractors of RI in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,

» With the utilization of confidential and/or internal RI information not made available to the public or to the other Bidders,

» In breach of an obligation of confidentially to RI, or

» Contrary to these terms and conditions for submission of a Bid,

shall be excluded from further consideration.

Without limiting the operation of the above clause, a Bidder must not, in the absence of prior written approval from RI, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this ITT was an official, agent, servant, or employee of, or otherwise engaged by, RI and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITT relates.

12. Corrupt Practices

All RI Bidders and Contractors shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

13. Conflict of Interest

A Bidder must not, and must ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of RI and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any RI contract a conflict of interest arises, or appears likely to arise, the Bidder must notify RI immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the



Bidder conflict with the interests of RI, or cases in which any RI official, employee or person under contract with RI may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder must take steps as RI may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of RI.

14. Withdrawal/Modification of Bids

Requests to withdraw a Bid shall not be honored. If the selected Bidder withdraws its Bid, RI shall duly register the said Bid and shall evaluate it alongside all other received Bids. If the selected Bidder has furnished a Bid security, RI shall withhold such Bid security until the issue has been resolved.

Withdrawal of a Bid may result in your suspension or removal from the RI Contractors List.

A Bidder may modify its Bid prior to the ITT closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITT closure.

15. Late Bids

All Bids received after the ITT closure will be rejected except if the delay is determined by RI to have been due to a valid reason. However, any bid received after the start of the Bid opening shall be rejected without exception.

16. Opening of the ITT

The ITT will be opened by the RI Tender Opening Committee. This may or may not be deemed an open session with invitations to bidders.

At the tender opening, the Bidders' names, the Bid prices, written notifications of modification and withdrawal, the presence of the requisite Bid guarantee and such other information as RI may consider appropriate will be announced.

After the opening of the ITT, no information relating to the examination, clarification, evaluation and comparison of Bids, or recommendations concerning the award of the contract can be disclosed.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence RI in its decision concerning the award of the contract will result in the immediate rejection of the tender

17. Evaluation of Bids

<u>Administrative Conformity</u> Bids will be checked to determine if they comply with the essential requirements of the ITT. A Bid is deemed to comply if it satisfies all the conditions, procedures and specifications in the ITT without substantially departing from or attaching restrictions with them. If a Bid does not comply with the ITT, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

Technical Evaluation

The Evaluation Committee will rule on the technical admissibility of each Bid, classifying it as technically compliant or non-compliant. The technical evaluation will be based on the information and documents annexed in the Bid concerning both the task to be carried out under the ITT, and the professional ability of the Bidder.

Financial Evaluation

The Evaluation Committee will not necessarily choose on the basis of lowest price alone but will award a contract on the basis of criteria such as best value for money, price, quality, and compliance with international norms, delay for delivery and other criteria, as defined in the ITT. The experience of the Bidder in the performance of similar contracts may also be criterion for selection.

18. General Conditions of Contract

All Bidders must acknowledge that the RI General Conditions of Contract for the Procurement of Goods, or Services, or Works, as applicable, are acceptable.

19. Cancellation of the ITT

In the event of ITT cancellation, Bidders will be notified by RI. If the ITT is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders

The ITT may be cancelled in the following situations:

- » where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- » the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- » all technically compliant Bids exceed the financial resources available;
- » There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will RI be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an ITT, even if RI has been advised of the possibility of damages. The publication of a procurement notice does not commit RI to implement the programme or project announced.



ANNEX D GENERAL TERMS & CONDITIONS

- Insurance Coverage. RI assumes no liability for accidents or injury to CONTRACTOR or their staff during the performance of work under this Contract. It is CONTRACTOR's obligation to make sure that it has the necessary comprehensive general liability, medical and evacuation insurances in place.
- <u>Audit</u>. Contractor agrees to establish and maintain reasonable accounting measures that would enable RI to readily identify Contractor's assets, expenses, costs of goods, and use of funds. RI shall have the right, at its own expense, to audit and review any financial or operational information of Contractor, or any data collected from the field relating to the work performed. Additionally, Contractor may be subject to audit requirements by authorized representatives of the prime contractor or award agency relating to this agreement, under the control of RI
- **<u>Relationship of the Partners:</u>** The signatory parties of the present Contract are independent organizations and are not agents of each other, joint ventures, or partners. Neither party is authorized or empowered to act on behalf of the other with regard to any contract, warranty, or representation as to any matter. Each party will maintain sole and exclusive control of its own personnel and operations.
- Ownership of Work Product: Ownership of all RI concepts, ideas, procedures and technologies that RI has either partially or fully developed prior to the effective date of this Contract shall be and remain the exclusive property of RI. Any documents, recordings, speeches, photographs, manuals, plans, program designs, proposals, research materials, charts, maps, audiovisuals and other material or devices, articles or manuscripts or public relations material or any other products requested or required by RI as part of Contractor's job will remain completely as the exclusive property of RI.
- Supplies, Equipment, Materials and Procurement. All non-expendable equipment furnished or financed by RI shall remain the property of RI and shall be returned by Contractor to RI within thirty (30) days of the expiration or termination of the present Contract unless otherwise agreed upon between the Parties. Non-expendable equipment is defined as an item which has a purchase price of US \$1,000 or more, or the equivalent in local currency at the official rate of exchange on the date of purchase.
- <u>Confidentiality and Non-disclosure:</u> Contractor agrees to keep confidential and not to disclose, without the prior written approval of RI's Country director, any information or data confidential to RI.
- Special Indemnification. Contractor, at Contractor's own expense, shall defend, indemnify, and hold harmless RI, its licensees, consultants, and agents from any claim, demand, cause of action, and liability, including attorney's fees, to the extent Contractor acted intentionally or with gross negligence to infringe or violate the patent, copyright, license, or other proprietary right of a third party.

General Indemnification: Each party shall indemnify and save harmless the other party from and against any loss, expense,

including attorney's fees, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, arising out of the activities being implemented under this Contract.

Force Majeure: Neither party shall be liable for a failure to carry out the activities under this Contract because of any unforeseeable event beyond its reasonable control and not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under the Contract (and which it has been unable to overcome by the exercise of due diligence).

<u>Communication</u>: All official communication related to this agreement shall be delivered to the offices indicated hereunder:

Governing Law: The construction, validity, performance and effect of this Contract for Services shall be governed by the laws applicable to [Republic of Yemen] with regard to all purposes related to this Contract.

<u>Severability</u>: Each provision of this Contract is severable. If one provision is declared void, illegal or unenforceable, the remaining paragraphs shall retain their full force and effect.

Termination: Either of the signatory parties may terminate this Contract for cause at any time, in whole or in part, upon one week advance written notice to the other, whenever it is determined that the party has failed to comply with the terms and conditions of this Contract. The terminating party shall provide written explanation of the basis for its determination and subsequent actions to be taken by either party within 5 calendar days of its notification to terminate or suspend the Contract. The parties may also agree mutually to terminate this Contract at any time, in whole or in part, if both parties agree that the continuation of the Contract would not produce beneficial results. The terms of this Contract will remain in effect until the date of termination.

Notwithstanding any other provision in this Agreement, Contractor understands and agrees that RI has no obligation to provide Contractor with work or any minimum hours. This Contract for Services shall not be deemed terminated as a result of any lack of work. Termination or expiration of this Contract shall not affect Contractor's continuing obligation under Sections 8, 9, and 11 of this Contract relating respectively to ownership of work, confidentiality, non-disclosure and indemnification.

<u>Compliance with Laws</u>: In the course of performance hereunder, the parties shall comply with all applicable local, state and federal laws and regulations. Contractor is reminded that U.S. executive order and U.S. law (including, without limitation, the USA Patriot Act) prohibit transactions associated with terrorism. It is the legal responsibility of Contractor to ensure compliance with such executive order and law.



Arbitration: If any dispute in connection with this Contract for Services arises between the parties, and such dispute cannot be amicably resolved by the parties despite diligent efforts thereto, such claim or dispute shall be submitted to the [Republic of "Yemeni"] specialized courts which are the only authority to refer to in case of any disagreement arises on the terms of Contract.

<u>Amendments:</u> The present Contract for Services may be amended or revised by mutual agreement as recorded by an exchange of letters between the parties. The amended or revised clauses shall become effective from the date of their adoption.

<u>Assignment/Sub-contracting</u>: Contractor shall not assign this Contract, in whole or in part, without the prior written consent of RI. With RI's written consent. Contractor may subcontract some or all of the services required under this Contract for Services.

Anti-Terrorism Certification. Contractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: http://www.treasury.gov/resourcecenter/sanctions/SDNList/Pages/default.aspx) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)

Not Debarred or Suspended. Contractor certifies that neither it nor its principals are presently excluded or disqualified from participation in this transaction by any US Government department or agency.

Lobbying Certification. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.

Access to Books and Records. RI, USAID, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

Anti-Trafficking. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct: Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;

Procure a commercial sex act during the period of this Contract;

Use forced labor in the performance of the Contract; or

Commit acts that directly support or advance trafficking in persons, including the following acts:

Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless: (a) exempted from the requirement to provide or pay for such return transportation by RI under this award; or (b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

Charging employee's recruitment fees; or

Providing or arranging housing that fails to meet the host country housing and safety standards.

Contractor agrees to report in a timely manner to RI any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision. Reports should also be made to RIs integrity hotline at incidents@ri.org or to the human trafficking hotline +1 844 888 FREE(3733) or email help@befree.org

Whistleblower Protection Program.

The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712.

The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to RI or to USAID's Office of the Inspector General.

The Contractor must notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

If RI, USAID or other authorized officials of the US Government determines that the Contractor is not in compliance with the requirements of this provision, RI may, at its sole discretion,



suspend or terminate the contract. Further, RI may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.

- Terms in this clause will have the meaning defined in this section or as defined in 2 CFR 200.
- "Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the Contractor requires any of its employees or sub-contractors to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Contractor employees or sub-contractors sign at the behest of a US government agency.
- The Contractor must include this provision, including this paragraph (e), in sub awards and sub-contracts funded under this contract.
- Mandatory Disclosures. Contractor must disclose, in a timely manner and in writing to Relief International and to the USAID Office of Inspector General all violations of federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award.
- Disclosures must be sent to: Relief International's Country Director, or via email to incidents@ri.org

Disclosures to USAID must be sent to: U.S. Agency for International Development Office of the Inspector General P.O. Box 657, Washington, DC 20044-0657 Phone: 1-800-230-6539 or 202-712-1023 Email: ig.hotline@usaid.gov URL:https://oig.usaid.gov/content/usaid-contractor-reportingform

Anti-Discrimination and Equal Opportunity. USAID policy requires that the contractor not discriminate against any beneficiaries in implementation of this contract, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this contract on the basis of any factor not expressly stated in the contract. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.

Flow Down Required. The Contractor agrees to incorporate the terms of "Donor Required Terms and Conditions - USAID" word-forword in all of its sub-contracts funded under this Contract, if any. <u>Authority & Binding Effect:</u> By his or her signature below, each signatory hereto represents and warrants that he or she is duly

authorized to enter into this Contract on behalf of the party he or she purports to represent such that, upon execution and delivery, this Contract shall be a binding obligation of each party. This Contract shall be binding upon and inure to the benefit of each party's legal representatives, successors and permitted assigns.

Mandatory Principles

For the duration of the contract the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, and in accordance with the legal basic act concerned, tenderers who have been awarded contracts shall respect core labor standards as defined in the relevant International Labor Organization (ILO) conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labor; Elimination of forced and compulsory labor; Abolition of child labor).

The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. RI reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contractor fails to take all appropriate measures to remedy the situation. 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 act relating to the award of a contract or imp implementation of a contract already concluded with Relief International.

Relief International reserves the right to suspend or cancel the contract, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, Relief International may refrain from concluding the Contract.

<u>Complete Contract</u>: This document constitutes the complete and exclusive Contract between the parties, superseding all representations, proposals or promises whether oral or written, and all other communications between the parties, relating to the subject of this Contract.

Inconsistency between the English Version and Translations: In the event of inconsistency between any terms of this Contract for Services and any translation into another language, the English language meaning shall contra.



Annex E

Vehicle Rental's Terms & Conditions Contractor should satisfy are as mentioned below:

1. OVERVIEW

Relief International (RI), an international relief and development agency with cross-sectorial programs bridging emergency assistance, early recovery and development, is active in responding to the crisis in the region, including Yemen, with multi-sectorial emergency programming targeting the most vulnerable.

2. GENERAL TERMS

Relief International is looking for qualified company/ies who has long experience in vehicle Rental Services in Yemen, RI is launching this tender to Framework agreement a company to provide the required service according to RI standard and considering the staff and asset safety and security all the time. Therefore, RI will establish 2 years Framework agreement to define the conditions under which the service of vehicle rental by the Contractor/s will be performed for the benefit of RI. Moreover, the Contractor is committed to lending RI vehicles in Excellent condition and trained drivers.

3. DURATION OF IMPLEMENTATION

The winner will be contracted under Framework Agreement a duration of Two years with fixed prices, quality of services.

4. GEOGRAPHICAL AREAS

Relief International is currently working in Aden, Shabwa, Marib, and might expand its activities in new areas in future, so RI expected to consider all South Yemen coverage and Contractors should consider this in their proposal. RI has offices in Aden, Shabwa, Marib, hence RI expects the Contractor to have offices (Aden and Marib), and at least a representative in the offices can serve RI optimally, as this is will be consider as one of the requirement in this tender, RI will assess the Contractor existence in each area and will be a part of the evaluation criteria, failure to meet such will lower the scoring of the Contractor.

5. COMPANY REQUIREMENT

The Contractor should have a registered car rental firm having sufficient number of 2019 models and above of vehicles for hiring at least, must owning minimum 30 vehicles equivalent to RI request.

The Contractor should have the capabilities to provide HYBRID Vehicles or Compact/ Executive sedan and SUV CARs upon request from RI and this service will be part of the evaluation.

The Contractor should ensure that all vehicles are registered, regularly maintained, all seats having seat belts, no broken parts, equipped by safety equipment's.

- a. The Contractor should have similar experience with INGO References Framework agreement or related works.
- b. Punctuality will have to be ensured and log sheets must be maintained by the drivers for this purpose immediately after the time of providing the service.
- c. The accident risks for drivers and vehicles be covered by comprehensive insurance and RI shall not take any liability on this account, also all drivers must be trained on defensive driving.
- d. Change in deployment, Models of vehicles or drivers shall be allowed only in exceptional circumstances and only with prior information/approval of RI.
- e. The Contractor must also ensure that all the necessary documents (Registration certificate, Insurance papers, driving license, etc.) are available with the driver deployed to RI.
- f. The names of addresses of the drivers should also be furnished beforehand to RI.



- g. The Contractor should make sure that he provides RI with the details of the vehicles immediately after request.
- h. The Contractor should take all responsibility if his moves without any provided travel permit-
- i. The Contractor should make sure his drivers respect the security checkpoints and adhere to the checks and inspection if required.

6. DELIVERY CONDITIONS:

The Contractor commits to deliver the vehicles defined in Annex F BoQs within one (1) days (for the monthly car rentals) and for the daily ones after receiving and signing the Purchase Order (PO). The Contractor must deliver the vehicles into different locations as designated and required by RI.

In some circumstances, RI may request the contactor to provide rental vehicles from the same communities within a particular area to increase community acceptance and satisfaction, the contractor must adhere to that and have subcontracts at his own risk.

7. DOCUMENTATION:

- A. At the beginning of each month, RI offices will issue signed and approved Purchase Orders for the needed cars as per the below details:-
- Purchase Orders for the monthly rental car/s this is will be handled under fix monthly prices.
- Purchase orders for the daily rented cars as per the request of RI offices and upon the needs.
- The purchase orders could be issued from different Field Offices including Aden Office.
- B. After each trip:
- Log Sheet Report) will be signed at the end of each trip by both parties (by the driver and RI passenger) It is the driver's responsibility to remind passengers to sign it. Any unsigned/uncompleted log sheets will be under the responsibility of contractor.
- C. At the end of each month
- All Invoices with a copy of the POs accompanied by complete log sheets must be delivered to RI offices by the first week of the following month without delays

D- For vehicles transporting goods, Waybills/goods delivery note should be kept and signed and returned back to RI associated with the invoices.

8. VEHICLES REQUIREMENTS:

- a. All vehicles should be registered and should be kept neat and clean, also should e in excelent conditions. Vehicle should report for duty with full fuel tank or at least 2/3 of the tank capacity for the day's duty.
- b. The contractor must provide the vehicles with full of fuel tank all along the trip's days
- c. The vehicles provided should 2019 and above.
- d. All vehicles must be rented with the following equipment :
 - 1 powder-fire extinguisher 2kg (regular inspection/refilling to be managed by the Contractor every 6 month or after each use)
 - 2 warning triangle.
 - 2 reflective jackets.
 - 1 set of starting cables 3m / 300A.
 - 1 box of replacement light bulbs 1 box of replacement fuses.
 - 1 First-Aid Kit.
 - 1 spare tire.
 - A wheel nutwrench.
 - A plastic sheeting + rope (only for Double cabin pick-ups, to protect material).
 - A wheel nut wrench tire.
 - Pressure gauge and tire inflator.



- Tools Box (Screw Drivers (two teeth and four teeth), Tester screw, wrench (opened end and closed end), plier, wire cutter etc.).
- Tire Jack.
- Torch light.
- Pulling cable/rope.
- e. Regular maintenance to the vehicles to ensure less trouble shootings.
- f. Vehicles seat condition are good and maintained.
- g. Vehicle body are clean, polished.
- h. Driving instruction must be hanged all the time.

RI will do regular inspections to ensure that each vehicle has this equipment.

9. DRIVERS' REQUIREMENT

RI will recommend the Initial Drivers to the contractor. Specialty expats vehicle.

The driver provided by the Contractor should fulfill the following conditions:

- a. The Contractor should provide experienced drivers for all the vehicles.
 - Should be in possession of valid driving license with at least 3 years.
- b. All assigned drivers will be tested by RI.
 - Drivers should always maintain cleanliness and well dress
 - Driver must not smoke Tobacco; chew Qat, drink Alcohol inside the car or during his duty.
 - Should not indulge in any activity inimical to security of the officers traveling in RI car.
 - Should have relevant training courses (basic safety & First aid Training, defensive driving)
 - Drivers hired by the Contractor for RI should be familiar with geographical areas they deployed in and recommended they are from the same area putting into consideration hiring standards. Should have mobile phone with valid connection and sufficient monthly limit.
- c. The Contractor should cover the driver with complete benefit/salary/allowances/Leaves (benefits covering medical insurance) Net Salary should not be less than 400 USD/monthly, or minimum 20 USD per day for daily rented vehicles , annual leave as per the Yemeni labor law .
- d. The Contractor also committed to pay any additional wages like overtime and overnight compensation Covering the per diem for the drivers as appropriate.
- e. preferably the driver should be hired from the native area that the activities are on or the service is required in. Drivers should sustain the below skills:-
 - English speaking in Aden is preferred for International staff.
 - Good eyesight and health; passes background check, no vehicle infractions.
 - Hours of work to vary 8am 5pm standard; 6 days a week.
 - Driver will work on shifts during weekend, 8-12 hours per shift.
 - RI have the right to choose the drivers, the Contractor will be deployed specially the key drivers.
- g. RI has the right to request changing a driver anytime and Contractor to comply.
- h. Respecting and complying with RI driving rules such as security rules and processes.
- i. Performing the daily and weekly vehicle checks according to RI maintenance guidelines.
- j. Driver age should not be younger than 18 years old and not older than 60 years old.
- k. If the driver is notavailable any more/on leave, the Contractor must assign a new driver within an immediate action taken into consideration all above RI standards.
- I. The Contractor will inform RI when terminating the agreement for any of the drivers at least 5 days in advance with the reason and justification in written or via email.

f.



10. INCLUDED SERVICES:

The Contractor undertakes to rent vehicles with the following services:

- a. Competent and professional drivers.
- b. Vehicle maintenance: The daily check of each car is under the responsibility of the Contractor through his drivers. RI can report any Maintenance problem or failure noted on the cars to the Contractor. Any problem has to be fixed as soon as possible and if not, a replaced car with the same specifications should be delivered immediately. If the technical issue immobilizes the car, the days of immobilization will not be paid. Maintenance will mandatorily be scheduled outside the hours of use. If it is not possible to plan the maintenance outside of the hours of use, the Contractor, with no additional cost fr RI, will provide a replacement while The maintenance should guarantee delivering the Car/s in perfect conditions and to ensure sustainable movement and conditions with no stop including the check on tires and their replacement if needed.
- c. Vehicle repair: in case of breakdown that cannot be fixed within one hour (1h), the Contractor, with no additional costs for RI, will provide a similar replacement vehicle.
- d. Full tark of fuel for the vehicle: Drivers will be in charge of refueling the vehicles and anticipate refueling outside of hours of use. The fuel cost is inclusive for all vehicle rented with fuel, and will be under the responsibility of Contractor.
- e. All Cars will be rented and hired by RI should have complete insurance coverage including 3rd party and Contractor should prove the coverage of the cars by providing RI with copy of the insurance policy. This insurance has to be applicable in all regions of Yemen and must cover the driver and all passengers and third party. Insurance costs must be included in the rental price, the Contractor should send to RI a copy of his insurance Policy and all the papers requested by the Yemeni laws in application, the Contractor guarantees to keep that all the vehicles, drivers and passengers, third party insured all risks at all times of rental period.
- f. **Every car should be equipped with GPS Tracking system;** the Contractor, for security reasons must provide a tracking system for all rented vehicles monthly/daily, and RI should have a full access to the **GPS tracking system** with many users will be communicated during the awarding.
- **g. Fuel stock**: The Contractor must have a sufficient fuel stock to last long enough during fuel crises, for 3 months for all the areas.
- h. Contractor must provide the driver with Headset.
- i. Contractor must provide mobile phone (smart) for the emergency car will be pointed by RI-Emergency car will be only one car for Sana'a and Aden offices.,

11. PAYMENT TERMS / OTHER CONDITIONS:

- 1. The payment will be made on monthly basis on submission of bills duly supported by duty sleep/log sheet/Waybill duly signed by concerned officer.
- 2. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 3. The Contractor should submit details of his Bank Account for making payments.
- 4. No night charges will be payable for Local or outstation duties.
- 5. RI should pay for one-way trip and not responsible to pay round trip as an example for trips from Sana'a to Aden if clearly requested ... etc.
- 6. All expenditure in connection with Petrol/Diesel/Pollution check, maintenance of vehicle, insurance and any other incidental expenditure shall be borne by the Contractor.
- 7. In case of break down or disruption due to any other reason, the vehicle shall be replaced by a substitute vehicle & driver immediately so that there shall be no loss of time.
- 8. The Contractor should cover days off, annual leave, Medical Insurance, Ramadan Bonus, etc. to the driver.
- 9. The Drivers' salaries should be paid by the Contractor at the end of each month at RI Office if requested.
- 10. All drivers' compensation should be paid in USD.



Note: in your financial offer, please attached a break down for your price. Kindly fill up the prices in the attach BOQ.