

INVITATION TO BID-

Tender: Rehabilitation of two schools in Al-Dhalea Governorate

REF: YEM-24-RFY-EDU-001

TO	
Address	
Phone & Fax No.	
Email	

FROM	Read Foundation
Address	Aden Governorate, Khormaksar-Airport Road - Al-Rasheed Neighborhood, Villa No. (1249)
Phone & Fax No.	02-236363/02-236336
Email	yem.procurement@readfoundation.org.uk

School Name	Governorate – District	Location
Al-Abbadi Secondary School	AIDhale – Al-Shuaib	44.868028° E 13.829132° N
Hafsa School	AIDhale – AIDhale	44.7247866° E 13.7038188 N

No	processes schedule	Time, date, address as appropriate
1	Date of Posting Tender	04 - February - 2025
2	Deadline date and time for submitting Tenders	18 – February - 2025 / at 04:00 PM
3	Tenders opening location	Aden Office – Khormaksar-Airport Road - Al-Rasheed Neighborhood next to Aljawdah Construction Tools Store.
4	Tender opening date and time	19 – February – 2025 / at 10:00 AM

Terms and Conditions of how to submit Proposals

- Please return to Read Foundation – Aden Office the Annexes 1,2 (BOQ), filled, signed and stamped. Make sure to submit a business plan, a safety plan and Specifications.
- 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.

Documentation required.

Document		N° Originals
Title	Note	
Annexe 1 and 2	filled in, signed, and stamped by the vendor	2
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 and a copy of the passport.		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 2.5 % 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.

Payment shall be made by check or bank transfer within 30 business days from the date of receiving invoice and complete delivery documents.

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	<u>100</u>

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

- a)** 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.



- b) 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

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. BOQ



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



: General Notes

General note:

ملاحظه عامه:

Any Vendor/supplier working with RFY should take note of the following points:

يجب على أي متعاقد / مورد يعمل مع RFY أن يحيط علما بالنقاط التالية:

- 1) No supplier should be pressured by RFY staff for favours, preferentialism or presents in case such pressure is being made, please report direct to RFY internal auditor (independent and confidential investigation will be launched)

يجب على المتعاقدين / الموردين عدم قبول أي ضغط كان من موظفي اقرأ في حالة قيام موظفو اقرأ بضغوط على أي مورد للحصول على خدمات أو تفضيلات أو هدايا: يرجى الإبلاغ مباشرة إلى المدقق الداخلي لأقرأ (سيتم إطلاق تحقيق مستقل، وسري بهذا الشأن).

- 2) Operations is a support department and has NO power of decision for tenders – a tender committee opens and revises tenders and final decision on any tender is taken in full consultation with senior management. No contract awarding is done without the approval of the Country director. Operations have no power in this matter.

قسم اللوجستيك هو قسم دعم وليس لديه اي سلطة في اتخاذ القرار بشأن المناقصات - حيث هناك لجنة المناقصات وهي المسؤولة عن فتح وتنقيح المناقصات ويتم اتخاذ القرار النهائي بشأن أي مناقصة بالتشاور الكامل مع الإدارة العليا. لا يتم منح التعاقد بدون موافقة رئيسة البعثة. قسم اللوجستيك ليس لديهم اي قوة او سلطة في هذه المسألة.

- 3) If it is found that suppliers/Vendors have been giving/donating presents or benefits to RFY staff in return for preferential treatment of the supplier/Vendor, RFY must report this immediate to RFY Country Director. An independent investigation will be opened and if the claim is found to be correct the supplier/Vendor will be blacklisted from RFY supplier list and this unethical behaviour will also be reported to the NGO community and relevant authorities.

إذا لوحظ أن الموردين، أو المتعاقدين مع اقرأ قد قدموا هدايا أو مزايا لاي موظف من موظفي اقرأ مقابل معاملته تفضيليه لمورد او لمقاول معين، فيجب الإبلاغ عن ذلك بشكل فوري لمراجع الحسابات الداخلي ورئيسة البعثة. سيتم فتح تحقيق مستقل وسري بهذا الخصوص وإذا ثبت أن المطالبة كانت صحيحة سيتم إدراج المورد او المتعاقد في القائمة السوداء للموردين اقرأ وسيتم الإبلاغ عن هذا السلوك الغير الأخلاقي أيضاً إلى المنظمات غير الحكومية والسلطات المعنية.

[Tenderers signature and stamp]