

# **International NGO Safety Organisation Ukraine**

Code - 26620349 01001, Kyiv, 16a Mykhailivska St, office.8, Tel.+38066 001 0692 **27 January 2023** 

Request For Quotation No. RFQ/2023/003

### 1. RFQ Details

The Tender details are as follows:

**Commodity:** Rental of Two Armoured 4x4 Vehicles

RFQ Issuing Date: 01 February 2023 RFQ Closure Date: 15 February 2023

RFQ Closing Time: 23:00 hours (Ukraine Time)

Required Minimum validity period: 30 days from date of the RFQ Closing

PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE

Bidders must submit both Annexes and the required documents FOR THE BIDS TO BE ACCEPTED

### 2. Contract Award Criteria

The criteria for awarding contracts resulting from this RFQ is based on the 'best value for money' principle.

All Bids will undergo a Technical Evaluation by an INSO Procurement Committee, where the bid will be evaluated against the specifications advised in this RFQ. Those Bids that meet the specifications will be classed as 'Acceptable' and the bids progressed onto the 'Financial Evaluation'.

The Financial Evaluation will be based on the 'lowest acceptable bid' taking into consideration all factors.

# 3. RFQ Process

The following processes will be applied to this RFQ:

- RFQ Period
- RFQ Closing
- RFQ Opening
- Administrative Compliance checking
- Technical Evaluation
- Financial Evaluation
- Contract Award
- Notification of Contract Award

#### 4. Submission of Bids

All Bids must be written on the INSO Bid Form (Annex A).



# **Email:** Bids can only be submitted by email to this email address:

# rfq@hq.ngosafety.org

The following conditions must be complied with:

- The RFQ number must be inserted in the Subject Heading of the email.
- The Bid Form (Annex A), plus all other documents required (see below) must be included as an attachment to the email in pdf format.
- Documents in MS Word or Excel formats will result in the Bid being disqualified.
- Links to files in the Cloud will be disqualified.

Bidders are solely responsible for ensuring that the full Bid is received by INSO in accordance with the RFQ requirements, prior to the specified date and time above.

# **Hard Copy:**

Hard copy bids will not be accepted.

### 5. Completion of the Bid Form

Prices Quoted: Any discount offered must be included in the Bid price.

<u>Currency</u>: The currency of the Bid must be in Euro. No other currencies are acceptable.

Language: The Bid Form, and all correspondence and documents related to this RFQ must be in English.

#### Presentation:

- Bids should be typewritten, if handwritten they should be clearly legible.
- 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.
- All Bids must be signed by a duly authorized representative of the Bidder.

# **Documents Required:**

The following documents must be included with the Bid:

- 1. Annex A INSO Bid Form: must be completed and submitted in accordance with these RFQ Instructions.
- 2. Copy of the Company Registration Certificate
- 3. Copy of the Principles ID or Passport
- 4. Copy of Registration documents of the vehicles being submitted for rental.
- 5. Copy of the ownership documents of the vehicles being submitted for rental.
- 6. Copy of the Certification of Armouring by the company which completed the armouring of the vehicle.
- 7. Photo(s) of the vehicles.

#### 6. Validity Period

Bids shall be valid for at least 30 days. The validity period is then superseded by a contract.



#### 7. Acceptance

INSO 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 RFQ Closure.

INSO reserves the right to split an award among Bidders in any combination and/or make a partial award for the elements covered in this RFQ.

#### 8. Award of Contracts

- This RFQ does not commit INSO 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 INSO.
- No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of INSO and the successful Bidder.
- INSO will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened.
- INSO reserves the right to cancel any RFQ, to reject any or all Bids in whole or in part, and to award any contract.

### 9. Confidentiality

It is understood that this RFQ is confidential and proprietary to INSO, contains privileged information, 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 INSO, 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 RFQ, Bidders will be bound by the contents of this paragraph whether their company submits a Bid or responds in any other way to this RFQ.

### 10. Collusive Bidding and Anti-competitive Conduct

Bidders and their employees, officers, advisers, agent, or sub-contractors 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 RFQ or procurement process, or any other procurement process being conducted by INSO in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive 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 INSO, 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 INSO, have been compiled:

- With the assistance of current or former employees of INSO, or current or former contractors of INSO in violation of confidentially obligations or by using information not otherwise available to the public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal INSO information not made available to the public or to the other Bidders,
- In breach of an obligation of confidentially to INSO, 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 INSO, 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 RFQ was an official, agent, servant, or employee of, or otherwise engaged by, INSO and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this RFQ relates.

# 12. Corrupt Practices

All INSO Bidders and Suppliers 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 INSO and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any INSO contract a conflict of interest arises, or appears likely to arise, the Bidder must notify INSO 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 INSO, or cases in which any INSO official, employee or person under contract with INSO 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 INSO may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of INSO.

#### 14. Withdrawal/Modification of Bids

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

Withdrawal of a Bid may result in the suspension or removal from the INSO suppliers List.



A Bidder may modify its Bid prior to the RFQ closure. Any such modification shall be submitted in writing and in an email, in the subject line the original Bid number must be quoted. No modification shall be allowed after the RFQ closure.

#### 15. Late Bids

All Bids received after the RFQ closure will be rejected except if the delay is determined by INSO to have been due to a valid reason.

# 16. Opening of the RFQ

The RFQ will be opened by the INSO Tender Opening Committee.

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

#### 17. Evaluation of Bids

#### Administrative Conformity

Bids will be checked to determine if they comply with the essential requirements of the RFQ. A Bid is deemed to comply if it satisfies all the conditions, procedures, and specifications in the RFQ without substantially departing from or attaching restrictions with them. If a Bid does not comply with the RFQ, 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 the items and specifications for 'goods', and both the task to be carried out under the RFQ, and the professional ability of the Bidder for 'services'.

### **Financial Evaluation**

The Evaluation Committee will not necessarily choose based on 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 RFQ. 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 INSO General Conditions of Contract for the Procurement of Goods, or Services, as applicable, are acceptable.

#### 19. Cancellation of the RFQ

In the event of an RFQ cancellation, Bidders will be notified by INSO. If the RFQ is cancelled before the emails are opened, then the emails will be deleted.

The RFQ 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 INSO be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a RFQ, even if INSO has been advised of the possibility of damages. The publication of a procurement notice does not commit INSO to implement the programme or project announced.

#### 20. Queries about this RFQ

For queries on this RFQ, please contact the Operations Manger, Email: ops.manager@ukr.ngosafety.org Phone: +38 066 001 06 92.

# Bids must <u>not</u> be sent to the above email.

All questions regarding this RFQ must be submitted in writing to the above email address. On the subject line, please indicate the RFQ number. The last date for questions in Tuesday 7<sup>th</sup> February 2023.

All questions and answers will be shared with all bidders.

Any bids received at the above email address will be disqualified.

### 22. RFQ Documents

This RFQ document contains this covering Letter and Annex A - INSO Bid Form

# 23. Anticorruption Policy

Under INSO's Anticorruption Policy Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. INSO will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Prior to any contract all suppliers will be subject to a due diligence check to ensure that they are not listed on any EU, USA, or UN prohibited persons/organisations list.

Yours sincerely



# **ANNEX A**

# INSO BID FORM – Request For Quotation No: RFQ/2023/003

INSO to complete				Bidder to complete	
Ser	Item Required	Specification	Quantity required	Unit price In Euro	Total Price In Euro
1	Rental of 4 x 4 Armoured Vehicle  Similar to Toyota 78, 79, 200, or 300 series models  Rental period to be monthly.  Bid price to be inclusive of all costs except fuel.  Rental to include 3 <sup>rd</sup> party and liability insurance.  Replacement vehicle available within 1 day	<ul> <li>Essential</li> <li>a. Armour Protection Level: B6</li> <li>b. Engine size: 4,000L or above</li> <li>c. Fuel: Diesel</li> <li>d. Fuel Tank capacity: 80 Liters main tank</li> <li>e. Transmission: Manuel or automatic (preferable Manual)</li> <li>f. Doors: 5</li> <li>g. Seating: 1 x driver; 4 x passengers</li> <li>h. Tires: All 5 tires to be run-flat tires</li> <li>i. Model/Year: not older than 2018</li> <li>j. Color: white</li> <li>k. Complete vehicle road tool kit</li> <li>l. Snow/mud chains where appropriate</li> <li>Desirable</li> <li>a. Winch</li> <li>b. ARB or similar front and rear bumper</li> </ul>	2 1 in Dnipro 1 in Odessa	Monthly Contract:  Per month    3 Month Contract:  Per month   6 Month Contract:  Per month   €	Month Contract:  Per month    3 Month Contract:  Per month   6 Month Contract:  Per month     •



	c. Roof rack d. 30 liters sub-fuel tank				
Required Delivery Date: 1 March 2023	Offered Delivery Date:				
Required Delivery Destination: Kyiv, Ukrain	Offered Delivery Destination:	Offered Delivery Destination:			
This Bid is valid for: days	Country of Origin of offered Items:	Country of Origin of offered Items:			
Currency of Bid: Euro					
Company Name:	Contact person:	Contact person:			
Address:	Phone No:	Phone No:			
	Facsimile No:				
	Email Address:				
Signed:	Title/Position:	Title/Position:			
Print Name:	Date:	Date:			
A duly authorized company representative.	Please stamp this Bid Form with your Company Stam	Please stamp this Bid Form with your Company Stamp			



The following documents are required to be included with this Bid Form:

a.	Copy of the Company Registration Certificate	Included:
b.	Copy of the Principles ID or Passport	Included:
c.	Copy of Registration documents of the vehicles being submitted for rental.	Included:
d.	Copy of the ownership documents of the vehicles being submitted for rental.	Included:
e.	Copy of the Certification of Armouring by the company which completed the armouring of the vehicle	Included:
f.	Photo(s) of the vehicles.	Included: