

	QUALITY MANAGEMENT SYSTEM		Code: hM-PU-F-11-13	
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REF: HIMAYA/CAR/2023/01

TO	Himaya ngo
Address – phone - email	Mount Lebanon, Fanar, St Charbel Street, St Rita Building

From	
Address	

Date	08.12.2022
No. of pages including ANNEXES:	11

SUBJECT: *Himaya intends to sign a service contract for Renting Vehicles to implement its programmes with financial assistance with 5 different donors.*

Manner of Bid's Submission

Delivered in one sealed envelope to the following address:

Fanar, St Charbel Street, St Rita Building

Floor -1

Closing deadline

Time **05:00 pm** Date **21.12.2022**

Please return back to HIMAYA the Annexes 1, 2 and 3 filled, signed and stamped to the Address indicated.

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Requirements

The office of HIMAYA Lebanon in Fanar invites your company to make a firm offer for the following purpose:

1. Supplies to be provided

Code	General description of supplies	Unit	Quantity
1	Sportage (KIA) 2021-2023	4*4	N/A
2	Tucson (Hyundai) 2021-2023	4*4	N/A
3	Sorento (Kia) 2021-2023	4*4	N/A
4	Hyundai H1 cargo van 2021-2023	2*4	N/A

2. Technical Specifications

HIMAYA would rent from your company a number of cars, as per the above description, for a period of 12 months. The average budget to spend during the year is around **150,000\$**

3. Origin

No limit

4. Delivery

Within a maximum of 5 days from the signature of the contract on 10/01/2023.

5. Guarantee/warranty

The Supplier warrants that all the cars shall conform fully to all requirements of this order, shall be free from defects in material and functioning.

This warranty shall remain valid from the date of the contract until a probation period of three months after the delivering of supplies.

6. Inspection and testing

This order is subject to inspection by

Name Himaya ngo
Contact person Marie Aimee Farah
Telephone 01-395 915 **Mobile** 79-301 052 **E-mail** Procurement@himaya.org

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7. Documentation required

Document		N°	N°
Title	Note	Originals	Copies
Annexes 1 to 3 of the present Invitation to Bid (ITB)	filled in, signed and stamped by the vendor	1	1
Technical information about the requested supplies	technical specification as mentioned above (chapter 2), origin (chapter 3), warranty (chapter 5)	1	1
Certificate of Registration issued by the Lebanese Ministry of Finance			1
Commercial Certificate issued by the Chamber of Commerce			1
Official Letter (letter head) from the vendor (company) stating the name of the manager of the company with copy of ID card in attachment		1	1
List of references of same kind of supplies from previous clients		1	1

8. Currency

Tenders must be presented in USD.

9. Methods of payment

A contract will be signed between HIMAYA and the supplier by the beginning of the year.

Payment shall be made by Fresh USD through a Bank transfer

Payments shall be made in USD.

10. Acceptance of the offer

HIMAYA reserves the right to accept the offer completely or in partly.

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11. Taxes and duties

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

12. Incomplete or inconsistent offers

Incomplete or inconsistent offers will not be taken in consideration.

13. Delay in delivery

In case of delay in deliveries for half of the orders, will be applied to the Contractor a penalty of 0.1% of the value of the contract for each day of delay, except for any event of force majeure.

14. 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 offence concerning professional conduct by a judgement 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.

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Ethics Clauses

HIMAYA's POLICIES ON ANTI-PERSONNEL MINES & CHILD LABOUR:

HIMAYA require that a contractor 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 contractor 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.

FURTHER HIMAYA 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 authorisation, a contractor and his staff or any other company with which the contractor 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, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractor.

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 performance of the contract, the contractor must immediately inform the Contracting Authority.

The contractor 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 contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary country.

The contractor may accept no payment connected with the contract other than that provided for therein. The contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

The contractor 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 contractor 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.

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The contractor shall refrain from any relationship likely to compromise its independence or that of his staff. If the contractor ceases to be independent, the Contracting Authority may, for any injury suffered by him, terminate the contract without further notice and without the contractor 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 act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

Tenderers must provide a statement to the effect that they are not in any of the exclusion situations (annex 2).

HIMAYA's representative

Date: _____

Name: _____

Title: _____

Address: _____

Signature and stamp: _____

The Bidder: _____

Date: _____

Name: _____

Title: _____

Address: _____

Signature and stamp: _____

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Annexes

1. Tender Form
2. Tenderer's Declaration
3. Schedule of Price

ANNEX 1: TENDER FORM

A:

Address: Mount Lebanon, Fanar, St Charbel Street, St Rita Building , Floor -1

Your ref.: HIMAYA/CAR RENTAL/2023/01 of 08.12.2022 undersigned, hereby declare that:

1. We have examined and accept in full the content of the Invitation to Bid No04 HIMAYA/CAR RENTAL/2023/01 of 08.12.2022
2. We offer to deliver, in accordance with the terms of the Invitation to Bid, without reserve or restriction:

Code	General description of supplies	Unit	Quantity
1	Sportage (KIA) 2021-2023	4*4	N/A
2	Tucson (Hyundai) 2021-2023	4*4	N/A
3	Sorento (Kia) 2021-2023	4*4	N/A
4	Hyundai H1 cargo van 2021-2023	2*4	N/A

3. The total value of this tender, explicitly includes:

- The Value Added Tax (VAT)
- Specifying the prices are valid till
- Include a warranty from the vendor
- All risk insurance (passengers and compulsory)
- Zero Franchise
- 24/7 insurance coverage
- Regular car maintenance
- Car replacement in case of accident or break down
- Not to limit the number of drivers for each car
- Less than 2 years driving license holder is allowed to drive the rented car
- Zero to low mileage

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- Very good condition
- Fire extinguishers, triangle
- Available garages in Tripoli, Baalbak, Saida, Zahle, Mount Lebanon
- Including GPS
- payment schedule

4. We include in attachment the needed delivering time from the signature of the contract.
5. 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.

Name and Position of person authorised to sign this tender:

.....

Duly authorised to sign this tender on behalf of:

.....

Place and date:

Stamp of the firm/company:

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ANNEX 2: TENDERER'S DECLARATION

A:

Address:

Ref.: HIMAYA/CAR RENTAL/2023/01 of 08.12.2022

We, the undersigned, hereby declare that:

6. We are not in any of the situations excluding us from participating in contracts which are listed in Article 14 of the Invitation for Bidding.
7. We agree to abide by the ethics clauses in Article 14 of the Invitation for Bidding 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
8. 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 recognise 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 HIMAYA.
9. 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.

Name and Position of person authorised to sign this tender:

.....

Duly authorised to sign this tender on behalf of:

.....

Place and date:

Stamp of the firm/company

 <small>Pour l'innocence en danger</small>	QUALITY MANAGEMENT SYSTEM		Code: hM-PU-F-11-13	
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ANNEX 3: SCHEDULE OF PRICE

REFERENCE HIMAYA/CAR RENTAL/2023/01 **Date** _____

Project Title: _____

A	B	C	D	E = D X C
ART.	DESCRIPTION OF ARTICLE	QUANTITY	UNIT COSTS USD WITH DELIVERY	TOTAL (USD)
	Sportage (KIA) 2021-2023			
	Tucson (Hyundai) 2021-2023			
	Sorento (Kia) 2021-2023			
	Hyundai H1 cargo van 2021-2023			
			Total	
			VAT	
			TOTAL	

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Prices are valid until **31.12.2023**

Done
at

by

[Tenderer's signature and stamp]