



RFP 170629

Gasoline Generators

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Section 1: RFP Data

RFP NUMBER	170629
PROJECT	Batal 14
PROCUREMENT OFFICER	Dede Kalkan
EMAIL	procurement@maydayrescue.org
TELEPHONE NUMBER	+902122430866
ISSUE DATE	29-06-2017
QUESTIONS AND CLARIFICATION DUE	04-07-2017
PROPOSAL SUBMISSION DATE	10-07-2017
PROPOSAL SUBMISSION TIME	17:00 Hours Gmt + 2:00
PLANNED AWARD DATE	14-07-2017
PLANNED CONTRACT/DELIVERY DATE	14-08-2017

Section 2: Invitation to Bid

Mayday Rescue plans to procure fuel generators by sealed bids from qualified and suitable suppliers as defined by Mayday Rescue's procurement policy and procedures.

Suitable suppliers are invited to express their interest and notify Mayday Rescue of their intention to bid.

Proposals must be received by Mayday Rescue no later than **17:00 07 July 2017 GMT+2 Hours**.

This RFP is conducted in accordance with the Mayday Rescue's procurement policy and all other relevant directives and issuances. Should you require further information please contact the procurement officer listed in Section 1 to this RFP.

Section 3 RFP 161205

DESCRIPTION OF ENTITY

1. Stichting Mayday Rescue Foundation is a not-for-profit foundation registered and headquartered in Amsterdam with operational offices and projects running throughout Europe and the Middle East. Mayday's mission is to save lives and strengthen communities in areas of the world that are entering, enduring or emerging from conflict and natural disasters. This is achieved by building partnerships with grassroots emergency response groups at the local, regional and national levels.

2. The Batal (Hero) project is part of the international humanitarian effort to provide aid and assistance to those in need throughout Syria. With funding provided by various international governments, Mayday Rescue provides equipment and training in urban search and rescue techniques, medical care and fire and rescue operations to Syria Civil Defence (commonly referred to as the White Helmets). Since the start of hostilities in Syria, the White Helmets have saved the lives of thousands of people caught in the effects of war as well as providing essential community based services including road clearance and maintenance, firefighting and medical care.

PURPOSE

3. The equipment/services required by Mayday is listed within Annex 1 to this RFP.

GENERAL INFORMATION AND SCHEDULE

Intention To Bid

4. Suppliers are kindly requested to notify Mayday Rescue of their intention to bid as soon as possible. Mayday will acknowledge your intention and send updates, information and amendments as required.

5. The following dates and times will apply to this RFP.

Date	Action
29 06 2017	RFP posted to Website
04-07-2017	Questions due by
10 07 2017	Deadline for proposal submission
14 07 2017	Evaluation of proposals
18 07 2017	Planned date for notification of results.

6. Mayday Rescue reserves the right to reject any proposal that does not serve the best interest of Mayday, their benefactors and/or beneficiaries and may be rejected for any of the following reasons:

- a. Proposals received after the submission deadline.

- b. Proposals containing irregularities.
- c. Proposals that do not adhere to the instructions contained herein.
- d. Unbalanced values.
- e. Unethical conduct.
- f. Reason for believing collusion exists amongst suppliers and/or other stakeholders.
- g. The Supplier having any form of unresolved dispute with Mayday Rescue.
- h. Lack of competency revealed by our own findings or those of an agency.

7. All emails related to this RFP should remain within the same email thread, titled RFP 170629 Gasoline Generators and addressed to procurement@maydayrescue.org

Cost of Proposal

8. The cost of preparing a proposal, attendance at any pre-proposal conference, meetings or oral presentations shall be borne by the bidders, regardless of the conduct or outcome of the solicitation process. Proposals must offer the services for the total requirement; proposals offering only part of the services will be rejected unless the option of submitting a proposal for any or all lot/s of the requirement has been expressly stated in the TOR.

Amendments to Solicitation Documents

9. At any time prior to the deadline for submission of proposals, Mayday Rescue may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the solicitation documents by amendment. All prospective bidders that have received the solicitation documents will be notified in writing of all amendments to the solicitation documents. For open competitions, all amendments will also be posted on the Mayday Rescue's website.

10. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, UNOPS may, at its discretion, extend the deadline for the submission of proposal.

Language of Bids

11. Bids and all correspondence and documents relating to the proposal exchanged by the bidder and Mayday Rescue shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of all relevant passages in English. In any such case, for interpretation of the bid, the translation shall prevail. The sole responsibility for translation and the accuracy thereof shall rest with the bidder.

12. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, Mayday may, at its discretion, extend the deadline for the submission of proposal.

Late Proposals

13. Any proposals received by Mayday after the deadline for submission of proposals prescribed in this document, may be rejected.

14. To assist in the examination, evaluation and comparison of proposals Mayday Rescue may, at its discretion, ask the bidder for a clarification of its proposal. The request for clarification and the response shall be in writing and no change in the price or substance of the proposal shall be sought, offered or permitted. Mayday Rescue will review minor informalities, errors, clerical mistakes, apparent errors in price and missing documents with discretion.

Proposal Currency

15. All prices must be quoted in USD

16. Mayday Rescue reserves the right not to reject any proposals submitted in another currency than the mandatory bidding currency stated above. Mayday Rescue may accept proposals submitted in another currency than stated above if the bidder confirms during clarification of proposals in writing that it will accept a contract issued in the mandatory proposal currency and that for conversion purposes the current rate of exchange for the day of RFP deadline as stated in the RFP letter shall apply.

17. Regardless of the currency of proposals received, the contract will always be issued and subsequent payments will be made in the mandatory bidding currency above.

Requirements and Pre-qualification Criteria

18. The mandatory requirements criteria have been designed to assure that only those bidders with sufficient experience, financial strength, stability and the demonstrable technical knowledge will qualify for award of contract. Mayday Rescue reserves the right to verify any information contained in bidder's response or to request additional information after the proposal is received. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect your evaluation.

19. Bidders will receive a pass/fail rating in the mandatory requirements criteria section. In order to be considered for Phase I, bidders must meet all the mandatory requirements criteria described in this RFP.

20. Mayday Rescue Terms & Conditions of acceptance for award of contract are contained in Annex 2 to this RFP. Mayday Rescue will not change or negotiate the articles contained within

21. Mayday Rescue seek qualified professionals with high levels of experience and practice in one or more of the following fields:

Proposals

22. The potential supplier is expected to examine all terms and instructions included in the solicitation documents. Failure to provide all requested information may result in rejection of proposals.

23. Your proposal is to be submitted by email in PDF format to the following email address: procurement@maydayrescue.org no later than the stated submission time and date.

24. Your proposal should use the following format:

- a. A covering letter that demonstrates your understanding of Mayday's requirement.
- b. A technical proposal.
- c. A separate cost proposal.

Templates are provided at annex 3, 4 and 5.

Evaluation Methodology

25. An evaluation committee will be formed by employees of Mayday Rescue and may include other stakeholders such as members of SCD, Government officials or SMEs. Award of service will be made to the provider whose proposal is determined to be the most advantageous to Mayday Rescue and their beneficiaries.

26. A detailed explanation on how proposals will be evaluated is provided in Annex 6 to this RFP.

Notification

27. All suppliers will be notified of Mayday's evaluation results and award decision.

Proviso

28. Issuance of this document, your preparation and subsequent evaluation shall not commit Mayday Rescue to award contract to any supplier. Furthermore, in no event shall choosing a specific supplier for further negotiations be construed to create any legal obligations on the part of Mayday Rescue.

29. This document is provided for the exclusive use of your company and shall not be made available to other parties without consent being granted by Mayday Rescue. Both you and Mayday Rescue acknowledge that they may come in contact with non-public information, which is considered confidential or proprietary to the other (including this document). Each party agrees not to use such information for its own benefit or allow it to be released to, or used by others.

30. Neither party shall use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other.

ANNEX 1 Full Equipment Schedule

Sizes of the Generators (60 Units)	700 * 550 * 700 mm
Fuel Type	Gasoline
Rated voltage	220V-250V
Rated output	5,5 Kva or Above
Preferred Brands	Japan/German/U.K made generators

Annex 2 Standard Terms & Conditions

BASIS OF CONTRACT

1. These conditions apply to the purchase of goods and/or services from you the supplier by Mayday Rescue.
2. The purchase order and/or contract agreement constitutes an offer by Mayday Rescue to purchase the goods and/or services from you the supplier in accordance with the conditions detailed herein.
3. Mayday shall consider the order accepted on receipt of written acceptance by you the supplier.
4. You shall ensure that the goods and services correspond with the description and specifications stated, and are of satisfactory quality and fit for their intended purpose. In this respect, we rely on your skill and judgement to ensure that all goods and services are:
 - a. Free from defects in design, material and workmanship.
 - b. Comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of goods or provision of services.

DELIVERY

5. You shall ensure that all goods are properly packed and secured for them to reach their destination in good condition and working order. Each delivery of goods to be accompanied by a delivery note which shows the date of the order, the purchase order number and the type and quantity of goods and services provided and;
 - a. You shall deliver the goods or provide the services on the date specified in the purchase order, or as agreed in written consultation with Mayday Rescue.
 - b. Goods are to be delivered to the location designated by Mayday Rescue in the purchase order, or as instructed prior to delivery.
 - c. Delivery of the goods shall be concluded on the completion of unloading at the delivery location, and in the case of services, on completion of all specified tasks.

d. Mayday Rescue must be provided with a copy of the delivery note when the goods are delivered to a designated receiver acting on behalf of Mayday Rescue.

REMEDIES

6. If the goods and services are not delivered within a reasonable period of time to the date they are due (as referred to in paragraph 5.a) or do not comply with the undertakings set out in paragraph 4, then, without limiting any of its other rights or remedies, we shall have the right to any one or more of the following remedies, whether or not we have accepted the goods and services:

a. Contract termination.

b. Reject the goods and services (in whole or in part) and return them to you at your own risk and expense.

c. For you to repair or replace the rejected goods, or to provide a full refund of the price of the rejected goods (if paid).

d. To refuse acceptance of any subsequent delivery of goods and services which you attempt to make.

f. To claim damages for any other costs, loss or expenses incurred by us, which are in any way attributable to your failure to carry out the obligations under the contract.

8. You shall keep us and our employees, subcontractors and agents indemnified in full against all costs, expenses, damages and losses (whether direct or indirect) in connection with:

a. Any claims made for actual or alleged infringement of a third party's intellectual property rights arising from the supply or use of the goods and services provided by you.

c. Any claim made against us by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in goods and services, to the extent that the defect in the goods and services is attributable to the acts or omissions of you, your employees, agents or subcontractors.

9. This clause shall survive termination of the contract.

10. Our rights and remedies under these conditions are in addition to the rights and remedies implied by statute and common law.

TITLE AND RISK

11. Title and risk of goods shall pass to us in accordance with the incoterms specified upon the purchase order or as agreed in writing by both parties.

PRICE AND PAYMENT

12. The price of the goods and services shall be the price set out in the purchase order, or as set out in your published price list as at the date the contract came into existence.

13. The price of the goods and services shall include all sales tax, packaging and insurance. The cost of transportation and other fees are to be provided to Mayday Rescue, and these will be listed separately on the purchase order.

14. Sales tax must be clearly shown on the invoice supplied by you to Mayday Rescue. Failure to do so will result in this charge being deducted from any payment made to you by Mayday Rescue.

15. Mayday Rescue will pay correctly rendered invoices within 30 days of receipt. Payment shall be made to the bank account listed upon your invoice or as nominated in writing by you.

16. We may, without limiting any other rights or remedies set off any amount owed to us by you against any amounts payable by us to you.

CUSTOMER PROPERTY

17. You acknowledge that all materials, equipment and tools, drawings, specifications, and data supplied by us to you (customer materials) are and shall remain our exclusive property. You shall keep our materials in safe custody and maintain them in good condition until returned to us, and not dispose of or use them in any way, other than in accordance with our written instructions or authorisation.

TERMINATION

19. We may terminate the contract in whole or in part at any time before delivery with immediate effect by giving you written notice, whereupon you shall discontinue all work on the contract. We shall pay you fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

20. We may terminate the contract with immediate effect by giving written notice to you if your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the contract has been placed in jeopardy.

21. Termination of the contract shall not affect any of the parties' rights and remedies that have accrued as at termination.

22. Clauses that expressly or by implication survive termination of the contract shall continue in full force and effect.

FORCE MAJEURE

20. Neither party shall be liable to the other for any delay or failure in performing its obligations under the contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that you shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the contract. If any events or circumstances prevent you from carrying out your obligations under the contract for a continuous period of more than 30 business days, we may terminate this contract immediately by giving written notice to you.

GENERAL

21. Severance. If any court or competent authority finds that any provision of the contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the contract shall not be affected. If any invalid, unenforceable or illegal provision of the contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22. Waiver. A waiver of any right or remedy under the contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

23. Third party rights. A person who is not a party to the contract shall not have any rights under or in connection with it.

24. Variation. Except as set out in these conditions, any variation to the contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by you and us.

25. Governing Law and Jurisdiction. The contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law and regulation of the country in which you are legally registered, and the parties irrevocably submit to the exclusive jurisdiction of the courts of that country.

Ethical Conduct

26. You warrant that no employee of Mayday Rescue has been offered or received any direct or indirect benefit, privilege or perk that could be considered a conflict of interest between you and Mayday Rescue arising from the award of this or any future purchase order.

27. The acceptance of these conditions warrant that neither you, nor any of your suppliers, subcontractors or agents are involved directly or indirectly with any designated criminal or terrorist organisation, or any activities such as child labour, people trafficking, the production of and/or supply of narcotics, arms, ammunition and mines or any other such activities that could bring the name of Mayday Rescue or its associates into disrepute.

Accepted by:

Position:

Date:

Organisation stamp:

Annex 3 Covering Letter

Date: 19 July 2017 Ref: RFP 170613

From: XYZ Generators Supply To: Mayday Rescue

We understand that Mayday Rescue seeks to purchase gasoline generators which will be provided to Syria Civil Defence.

We wish to make full offers for these generators deliver the vehicles to the Zero Zone between the Cilvegozu and Bab al-Howa border crossings. We shall cover all costs and fees up to and including this point.

We are experienced suppliers and have conducted similar transactions such as:

25 x Generators to U.N Turkey

5 x 25 KVA Fuel Generators to XXX International

Annex 4 Technical Proposal Template

Sizes of the Generators	
Fuel Type	
Rated voltage	
Rated output	
Preferred Brands	

Annex 5 Cost Proposal Template

Offer Number	Brand	Cost per unit	Notes
01			
02			
03			
Additional Costs and Fees for Transportation			
01			
02			

Annex 6 Evaluation Method

1. Mayday Rescue will assess each proposal over three rounds of evaluation.
2. The first round will assess potential supplier's suitability for award of contract. This will be based upon the information you have provided in your Vendor Registration Form, your covering letter and from the references you have provided. Any potential supplier that Mayday considers unsuitable for award of contract will be rejected at this stage.
3. The second round of evaluation will examine the information you have provided in the technical proposals. Generators will be awarded points for the following criteria:

Evaluation Method

If the offer passes these rounds that means Generators meet the technical evaluation and hence the method of Lowest price technically acceptable. Therefore, Lowest offer will be awarded for a purchase order.