



Date: May 20, 2019

Request for Offer (RFO) N. 2019/008/06
Supply of Motorbikes

CLOSING DATE: JUNE 3, 2019 at 4:00(noon), Monrovia Time

Mary's Meals Liberia hereby invites your company to submit a quotation:

| Item | Quantity | Technical Specification | Delivery location | Delivery Time |
|-------------------|----------|--|--|--|
| Motorbikes | TEN (10) | <i>As per the technical specifications attached in Annex 1</i> | MARY'S MEALS LIBERIA OFFICE Tubmanburg, Bomi County | Kindly quote your best delivery period in days after issuance PO |

Your offer could form the basis for a contract between your company and Mary's Meals Liberia, but this letter is not to be construed in any way as an offer to contract with your company.

To fully review your company's bids, Mary's Meals is requesting the following information:

Essential Documents

For your company's bid to be considered, you are requested to provide Mary's Meals with background information about your company. This information is a requirement and failure to provide all the following information or documents may lead to your submission being rejected. The requested documents are as follows:

1. Current and update Business Registration Certificate
2. Valid Tax and other relevant statutory clearance certificates.
3. Seller/ Distributor Licence
4. Organisation information (including supplier name, physical address, contact person telephone, mobile, email, etc.) as per Annex III

Documents Issued by Mary's Meals



For your company to submit a bid, please find the enclosed documents:

1. **Annex I – Specifications**
Motorbikes being quoted for must be of conforming specifications outlined in Appendix I. Please complete column this document with the specifications of the vehicle(s) you are offering. If multiple models are being offered, please add columns as necessary.
2. **Annex II – Price Schedule**
Quotations must be DAP basis (incoterms 2010) itemizing freight charges and insurance to the specified destination, exclusive of any local/import taxes. Bidders should quote their prices as specified above using Annex II, price schedule, attached hereto.
3. **Annex III – Cover Letter**
Organisation information (including supplier name, physical address, contact person telephone, mobile, email, etc.)

Bid Assessment

1. Evaluation and Award Procedure:
 - a. ***Compliance with the technical specification Annex I***
 - b. ***Price***

Submission method:

1. Your proposal must be prepared and submitted in English addressed to the Mary's Meals Liberia and must indicate the Tender Reference Number.
2. Bids together with detailed specifications and price should be submitted by June 3, 2019 at 16:00hrs. **(noon), Monrovia Time to the following address or email:**

**Procurement/Logistics Unit
Mary's Meals International-Liberia
Tubmanburg, Bomi County, Liberia**

or

procurement.liberia@marysmeals.org



3. Any requests for clarification should be referred, in writing, to Procurement Liberia (procurement.liberia@marysmeals.org). Mary's Meals, at its discretion, copy any reply to all other invited bidders
4. Late tenders: tenders received after the Closing Date could be disqualified at Mary's Meals discretion

Term of Payment

Payment will be done by bank transfer within 30 working days after delivery, inspection and receipt Vehicles at Marys Meals office in Tubmanburg Bomi County



Information to Bidders

1. Payment will be made to Suppliers by bank transfer within 30 working days of receipt of an invoice by Mary's Meals providing all documents mentioned in the contract have also been received.
2. Mary's Meals is liable to deduct withholding tax if a valid withholding tax exemption certificate is not provided to Mary's Meals.
3. Mary's Meals will not be responsible for any bank service charges.
4. Mary's Meals does not undertake to pay by letter of credit or in advance of provision of the service.
5. Mary's Meals reserves the right to accept the whole or part of your offer.
6. Mary's Meals reserves the right to inspect your factory, warehousing, and production facilities, and offices to determine if they are in accordance with your bid.
7. Hand-written, incomplete offers, or offers which do not comply with any or all the RFO conditions will not be considered.
8. Any contracts that result from this RFO will be subject to Mary's Meals terms and conditions.
9. Ethical Purchasing Considerations
 - a. Mary's Meals supports ethical procurement policies, which commits Mary's Meals to strive to purchase goods and services that are produced and developed under conditions that do not involve the abuse or exploitation of any persons and have the least negative impact on the environment.
 - b. Suppliers are expected to pay a living wage to all employees and operate in an ethical and responsible manner.
 - c. We support a Code of Conduct that details core labour standards, based on the conventions of the International Labour Organisation: Employment is freely chosen, freedom of association and the right to collective bargaining are respected, working conditions are safe and hygienic, no child labour/protection of children is ensured, living wages are paid, working hours are not excessive, no discrimination is practiced, regular employment is provided, no harsh or inhumane treatment is allowed. If you submit an offer based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company breaches these provisions in any way.
10. Mary's Meals does not do business with companies that meet any of the following criteria. By submitting a bid, your company confirms that it does not meet any of the criteria listed below.
 - a. 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, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b. They have been convicted of an offence concerning their professional conduct by a judgement that has the force of res judicata;
 - c. They have been guilty of grave professional misconduct proven by any means that the contracting authority can justify;
 - d. They have not fulfilled 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 they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
 - e. They have been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
 - f. Following another procurement procedure or grant award procedure, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.
 - g. Are included in the UN Security Council 1267/1989 'Ineligibility list.'



- h. If you submit an offer based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company are in breach of any of the above provisions. A contract clause confirming this will be included in an eventual contract based on this request.
- 11. In addition to the ineligibility criteria applied by Mary's Meals, negotiation with potential vendors may be severed at any stage during a procurement process if it is found that they are subject to a conflict of interest, or are guilty of misrepresentation in supplying the information required by Mary's Meals as a condition of participation in the contract procedure, or fail to supply all the information requested.

Anti-Bribery and Corruption Policy

Mary's Meals' Anti-Bribery and Corruption Policy

- 1.1 MMM is committed to:
 - 1.1.1 a zero-tolerance approach to bribery and corruption;
 - 1.1.2 acting fairly, honestly and openly in all our dealings and relationships wherever we operate;
 - 1.1.3 maintaining the highest standards of ethical behaviour in all our activities. Applicability
- 1.2 All references in this policy to 'employees' or 'employment' should be read as including all Mary's Meals employees, volunteers, and the staff and volunteers of partnering agencies, suppliers, agents and contractors.

Bribery and Corruption

- 1.3 MMM does not allow any employee, director, volunteer, agent, partnering agency, consultant, contractor or any other person or body associated with Mary's Meals International to behave in a corrupt manner while carrying out MMM's work.
- 1.4 MMM prohibits the offering, giving, solicitation or the acceptance of any bribe or corrupt inducement, whether in cash or in any other form.
 - 1.4.1 *to or from* any person wherever located, whether a public official or public body, or a private person or company;
 - 1.4.2 *by* any employee, director, volunteer, agent, partnering agency, consultant, contractor or any other person or body associated with Mary's Meals;
 - 1.4.3 *in order to* gain any commercial, contractual, or regulatory advantage for MMM in any way which is unethical or to gain any personal advantage, pecuniary or otherwise, for the person or anyone connected with the person.
- 1.5 Behaviour which amounts to corruption prohibited by this policy includes but is not limited to:
 - 1.5.1 Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way;
 - 1.5.2 Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the employee's conduct in any way;



- 1.5.3 Receiving or Paying a so-called 'Facilitation' Payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway;
 - 1.5.4 Nepotism or Patronage – where a person improperly uses their employment or other position with MMM to favour or materially benefit friends, relatives or other associates in some way;
 - 1.5.5 Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to MMM or a connected organisation or individual;
 - 1.5.6 Receiving a so-called 'Kickback' Payment – where a person improperly receives a share of funds or a commission from a supplier as a result of their involvement in a corrupt bid or tender process;
 - 1.5.7 Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore MMM's rules, policies or guidance;
 - 1.5.8 Abuse of a Position of Trust – where a person improperly uses their position within MMM or a connected organization to materially benefit themselves or any other party.
- 1.6 Attempted corruption is as serious as the actual acts and will be treated in the same way under this policy.

ANNEX I : SPECIFICATIONS

| TECHNICAL SPECIFICATIONS REQUIRED | | TECHNICAL SPECIFICATIONS OFFERED |
|--|--|--|
| ITEM Motorcycle | | PLEASE USE THE SPACES BELOW TO SPECIFY THE VEHICLES BEING OFFERED (if you cannot comply please indicate counter proposal) |
| 1.0 | Technical Specifications: | |
| 1.1 | Off-road | |
| 1.2 | To be used for man and woman | |
| 1.3 | Year of production: 2018 (preferable) or at least 2017 | |
| 1.4 | Capacity: min 124cc | |
| 1.5 | Engine: 4 strokes | |
| 1.6 | Transmission: 4 speed | |
| 1.7 | Fuel type: Gasoline (petrol) | |
| 1.8 | N of gears:4 | |
| 1.9 | Fuel tank capacity: min 5L | |
| 1.10 | Passenger Capacity: 2 people (one operator and one passenger) | |
| 1.11 | Dry battery: 12V min 2.5AH | |
| 1.12 | Start: Kick & electric | |
| 2.0 | Manuals | |
| 2.1 | Handbook in English , one for each unit | |
| 3.0 | After sales service – MANDATORY REQUIREMENT | |
| 3.1 | Minimum 1 year – Supply name, address and Tel./Fax number of your service agents in Liberia – all the branches/authorized garage and indicate also if any dealer/authorized garage in Monrovia | |
| 4.0 | Warranty: MANDATORY REQUIREMENT | |
| 4.1 | Standard Manufacturer warranty is compulsory for Mary's Meals International. A clear statement is required with your bid of the terms and conditions of the product warranty that will be available with the | |

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|-----|--|--|
| | <p>motorcycle offered activated by the TMC's authorized local partner stamping the warranty booklet immediately after the registration is completed. Warranty must include but not limited to:</p> <ul style="list-style-type: none"> ➤ Minimum one (1) year on part and service or up to 12,000Km <p>NB. Mary's Meals International reserves the right to request before final award, written confirmation from your local partner that he accepts to offer the required standard TMC warranty coverage for the vehicles offered.</p> | |
| 5.0 | Delivery | |
| 5.1 | <p>Vehicle to be delivered Mary's Meals Liberia Tubmanbur, Bomi County</p> | |
| | Delivery Lead Time (in days after an eventual PO issuance) | |
| 6.0 | Other information pertaining your submission | |
| 6.1 | Country of Origin | |
| 6.2 | Validity of Quotation min. 30 days after closing date | |

