

Issue Date: June 13, 2022

Deadline for awarding bid documents from SHS: June 30, 2022

Deadline for bid submission deadline: 27 June 2022

Emergency Shelter - Iron Net Shelter Tender – Marib Request For Proposal No

TD 09/2022/SHS-ADD

SHS invites relevant companies and suppliers to submit their bids for the following tender

Supply and implementation of emergency shelter, iron network (Marib Governorate). Items/supplied materials are subject to quality inspection by the supervisory authority appointed by UNHCR (United High Commissioner For Refugees).

To certify the compliance of items with specifications and before making any payment to suppliers for Likewise, the relevant and experienced individuals and legal entities can obtain the relevant tender documents from Yemenhr.com online platform.

Please see the bid submission instructions and the evaluation requirements which need to be supported with clear color copies including the following:

- An unconditional bank guarantee of 2.5% of the bid value, valid for 90 days from the date of opening the Financial Offers – Bill of Quantities.
- Valid tax card.
- Valid commercial register.
- Valid Work Permit.
- The supplier must have experience and work with relevant organizations and institutions in the same field.
- The bid is valid for 90 days from the date of opening the envelopes.
- The main criteria for evaluating bids are predetermined, and their response is determined by acceptance or rejection.

In any event, SHS will not be responsible for any costs or expenses paid by applicants during and submitting of the tender.

We would appreciate your informing us of the receipt of this RFP by return e-mail to log.off@shsve.org and yemadsu@unhcr.org as to:

- Your confirmation of receipt of this RFP;
- Whether or not you will be submitting a bid;
- Provide the company's name and contact details.

Bidders are required to submit any request for clarification or any question in respect of this RFP by e-mail:

To: civ.eng1@shsve.org

CC: yemadsu@unhcr.org

The deadline for receipt of questions is on Tuesday 21/06/2022 at 16:00 hrs. Bidders are requested to keep all questions concise.

SHS will compile the questions received and plans to respond to questions shortly after the query closing date.

SHS will organize Pre-bid Conference Meeting on Tuesday 21/06/2022 at 10:00 am to 12:00 pm:

United Nations High Commissioner For Refugees – UNHCR
Sub-Office Aden
Building no 27 & 28, Embassies area, Beside German Consulate, Khormaksar
Enquiries: Tel: 02 235 111; 02 231 441

A maximum of two representatives per company is allowed. Names and contact details of the company's representatives must be provided for Pre-bid Conference Meeting, at least two working days in advance, by e-mail to log.off@shsye.org and cc yemadsu@unhcr.org

Questions and Answers aired at the Pre-bid Conference Meeting will be protocolled and emailed to all potential bidders who obtained bidding documents by giving them sufficient time to prepare and submit offers.

Bid must be sealed and sent by hand-delivery contained in an outer envelope clearly indicating the project title, project number and address below:

UNHCR Sub Office Aden, Yemen
Building no. 27 & 28, Embassies Area
Beside German Consulate, Khormaksar, Aden
Tel: 235111/231441

1. Instructions and Conditions Construction work in the supply and implementation of shelter iron network in emergency cases (Marib Governorate)

Society for Humanitarian Solidarity, is a non-profit organization dedicated to showing the importance of human solidarity in the ranks of society through its objectives, which are:

- Reviving the meanings of human solidarity in society.
- Providing services and humanitarian care to poor families, orphans, the needy, the homeless, and refugees.
- Training and qualifying their staff in the field of humanitarian and relief work.
- Seeking to establish projects in the fields of education, health and water for the needs.
- Coordination and cooperation with associations and organizations of a humanitarian nature.

RFP DOCUMENTS

The following annexes form integral part of this Request for Proposal:

Annex - A1, A2, A3, A4, A5 & A6:	Financial Offer Form
Annex - B:	Technical drawings
Annex - C:	Customer information Form
Annex - D:	Conflict of Interest Declaration
Annex - E:	Conflict of Interest Disclosure
Annex - F:	Bid submission Template
Annex - G:	Staffing capacity
Annex - H:	Workshop Tools and Equipment List
Annex - I:	Clients Information and Contracts

IMPORTANT: Please take careful note of **Annex-A** which is outlining the requirements and references for your technical offer submission documents.

1.1 Subject of the tender

Construction work in the supply and implementation of shelter from iron network in emergency situations (Marib Governorate) to carry out the activities of the project to provide protection and humanitarian aid with all necessary specifications, bill of quantities, including delivery of materials and all fees, and the assignment of a skilled engineer during implementation.

1.2 Bidders

The project is funded by UNHCR The United Nations High Commissioner for Refugees.

2.General Conditions

2.1 Governing Law and Rules

Law No. 23 of 2007 regarding tenders and auctions established an independent supreme authority called the "Supreme Authority for Oversight of Tenders and Auctions." Accordingly, on August 18, 2009, Presidential Decree No. (17) was issued appointing members of the Board of Directors of the Supreme Authority. To monitor tenders and auctions and to refer any violations or breaches related to tenders and auctions that may be committed in any of the bodies subject to the provisions of the law and this regulation, to the Public Prosecution to take legal action regarding the perpetrators, without prejudice to the functions and competencies of the Supreme National Anti-Corruption Authority and the Central Organization for Control and Accountability.

2.2 Bid type

This is a general tender and subject to the rules and regulations of SHS Procurement policy.

1.1 Booklet Terms and Conditions

The bidder shall review the terms and specifications of the tender booklet carefully and accurately, and the booklet of conditions and specifications shall be uploaded from Yemenhr.com online platform.

The bidder shall sign all pages of the specifications and conditions in the booklet and stamp them with the company's seal and return them attached to the bid submitted by it with an acknowledgment that they have gone through the conditions and specifications well and that they agree and committed to all conditions and specifications, the acknowledgment letter is to be signed and sealed with the seal of the bidding entity. The booklet of conditions and specifications, the technical offer and all annexes and correspondence exchanged between SHS and the entity are part of and complementary to the contract that will be signed between the assigned entity and the contracting entity. Any amendment to the booklet due to the requirements recorded by the applicant shall not be considered unless the assigning authority accepts that in writing.

1.2 Bidder Correspondence Address

Bidders must provide their address, fax number and e-mail address to which SHS will send all correspondence and notices related to the bid clarifications and the name of the person designated to receive.

1.3 Bidding Information

The bid prepared by the bidder must include the following components:

- 1 Bid submission letter according to the form attached to the tender document.
- 2 The bid is priced and sealed with the bidder's seal.
- 3 The qualification form shall be filled with the supporting documents according to the forms and attached to the tender document.
- 4 Bid guarantee in the tender document.
- 5 Technical specifications (if any) after being stamped by the bidder.
- 6 Certificates and cards to be submitted within the bid documents:
 - 1 :A copy of a valid registration and classification certificate.
 - 2 :A copy of the insurance card and the valid zakat card.
 - 3 :A copy of the registration certificate for the purpose of sales tax and a valid tax card.
 - 4 :A copy of the profession practice certificate (work Permit).

1.4 Content of the Technical Offer

Envelope 1: Technical offer

-The bid must fulfill all the technical requirements included in the specifications, eligibility and technical evaluation criteria, otherwise the bid shall be considered technically non-compliant.

SHS may exchange of communication with bidders for additional clarifications.

No pricing information shall be included in the Technical Offer. Failure to comply with this requirement will result in disqualification of the proposal. The technical offer should contain full information required.

1.5 Content of the Financial Offer

Envelope 2: Financial offer

Your separate **Financial Offer** must contain an overall offer in **US Dollars**.

The financial offer must cover all the goods and services to be provided (price "all inclusive" including, *inter alia*, all taxes, insurance, duties, levies and other charges of any nature imposed by any authority or entity).

Bids that have a different price structure may not be accepted.

1.6 Bid Submission

Bids must be submitted only in ENGLISH in an outer and two separately sealed inner envelopes as follows:

- **First inner sealed envelope containing technical part of the offer** (The content of the technical offer to strictly comply with the documentation outlined under article 1.4 above)

- **Second inner sealed envelope containing financial part of the offer** (The content of the Financial offer to strictly comply with the documentation outlined under article 1.5 above)

The outer envelope containing the above two inner envelopes should be securely sealed, clearly marked and addressed as below:

The proposal submission offer must bear your official letter head, clearly identifying your company.

Bid must be sealed and sent by hand-delivery contained in an outer envelope clearly indicating the project title, project number and address below:

TO: UNHCR Sub Office Aden, Yemen
Building no. 27 & 28, Embassies Area
Beside German Consulate, Khormaksar, Aden
Tel: 235111/231441

Deadline: 27th June 2022, 12:00 hrs. Local time

IMPORTANT:

- The technical offer and financial offer documents are to be separated in different envelopes. Failure to do so may result in disqualification.
- Any bid received after this date or sent to another UNHCR address will be rejected.
- Bids received after the deadline or sent to another address will be rejected.

2.5 Validity of the bid

You are requested to hold your offer valid for 90 days from the deadline for submission. SHS will make its best effort to select a company within this period. SHS's standard payment terms are within 30 days after receipt of the contractor's invoice and satisfactory service delivery.

2.6 Tender Procedure Schedule

The tender procedures shall proceed according to the following timetable:

13 June 2022	Tender announcement date
27 June 2022	Deadline for receiving bids and opening technical envelopes
30 June 2022	The end of the technical and financial evaluations of the offer/s and the selection of the award followed by notification to the winner/s.

2.7 Language

English is the language to be used in writing offers, correspondence, inquiries and documents and the governing contract language is English.

2.8 Date and place of the envelope opening session

27/06/2022 Monday is set to be the date for the envelopes opening session, which will be held at exactly 12

o'clock in the afternoon at the following location:

UNHCR Sub-Office Aden, Building no 27 & 28, Embassies area, Beside German Consulate, Khormaksar
Enquiries: Tel: 02 235 111; 02 231 441

A representative of the entity submitting the bid may attend the opening of the envelope's session, provided that they are authorized by a certified letter.

2.9 Guarantees

BID SECURITY:

This Tender requires a bid security in the amount equal to **2.5% (TWO AND HALF PER CENT) of the amount of Financial Offer**, issued by a reputable bank, acceptable to UNHCR, valid for one hundred and twenty (180) days from the deadline for submission of offers, in favor of "Society for Humanitarian Solidarity, Dar Sad next to Asafeena around behind Al-Yamamah Hotel, Aden – Yemen".

The bid security must be provided with Financial Offer. The bid security may be forfeited:

- (a) if a bidder withdraws its bid prior to the expiry date of the bid validity period, or any extended date provided by the bidder;
- Or
- (b) if the successful Bidder fails to:
 - (i) sign the contract in accordance with RFP;
 - (ii) furnish a performance bond.

The bid security of the successful bidder shall be returned as promptly as possible once the successful bidder has signed the contract and furnished the required performance bond.

The bid security of unsuccessful bidders shall be returned as promptly as possible upon the successful bidder's signing the contract and furnishing the performance bond.

PERFORMANCE SECURITY (PERFORMANCE BOND):

Performance Security (Performance Bond) in the amount equal to 10% (ten per cent) of the total Contract Price will be required from the successful bidder.

Payment to the CONTRACTOR shall be in accordance with the following schedule:

Payment to the Contractor shall be made as follows. Should the Contractor wish so, interim payments will be made by SHS.

Ten percent (10%) of retention fee will be held from each progress/interim and/or final payment made. Each progress/interim payment will be conducted upon successful completion and acceptance by SHS of at least 30% of works stipulated in the BOQ. If advance payment of 30% is made, first interim payment will not be made unless at least 70% of the works are successfully completed and accepted by SHS. Final payment of 30% is after works are successfully completed 100% and accepted by SHS with final completion certificate.

SHS and UNHCR engineers will determine the percentage of work executed.

Retention fee of 10% will be returned to the Contractor promptly after Certificate of Final Completion is issued.

2.10 Subcontracting

The contractor is not entitled to subcontract the implementation of all works and services or part of the works and services without obtaining the prior written consent of the employer who is the subject of the contract, provided that this approval does not relieve the main contractor from responsibility and obligations under the contract, but rather the contractor remains fully responsible.

2.11 Opening of technical envelopes

The Committee will open the bid envelopes in the presence of the bidders who decide to attend or their representative under a written authorization to attend the bid opening sessions at the time, date and place mentioned in the scheduled timetable above to ensure compliance with manner of submission. The committee will prepare minutes of meeting for the opening of Technical Offers, including the information that will be disclosed to the attendees in accordance with the requirements of the items.

2.12 Technical Evaluation

Your Technical Offer should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

Criteria	Detailed criterion	Pass/Fail
Eligibility Criteria	1. Valid Company registration certificates, valid work permit, trading license and tax membership issued by relevant authorities.	Pass/Fail
	2. Your company should have a minimum of five (5) years' experience in providing construction materials and shelter installation services (through documented evidence)	Pass/Fail

Criteria	Detailed Criterion	Maximum Score	Minimum Score
Description of the company and the company's qualifications	Description of the company's activities and specialization/core business. location of headquarters	5	3
	Range of services offered, compliance with timeframes and flexibility, proactivity in handling technical issues	5	3
	Ability to source and supply equipment and tools for construction and availability of space of manufacturing of shelter, stores and transportation trucks as detailed in Annex-H	5	3
	Number of clients and contracts over the past five (5) years (per submitted copies of purchase orders, service contracts, work orders, contact numbers and email addresses as references, as detailed in Annex-I	5	3
	Track record for similar services, indicating description of contract scope, contract duration, contract value, contact references, Fill in Annex I	5	3

Understanding of the requirements for services, proposed approach, solutions, methodology and outputs	Methodology, capabilities and understanding of shelter installations: - Implementation schedule - List of materials required for implementation - List of equipment and tools, Fill in (Annex H)	5	3
	Description of the essential performance characteristics, experience, reporting and quality assurance mechanisms that will be put in place	5	3
	Compliance with the RFP, BoQs and Technical Drawings (Bidder's profile describing nature of business, field of expertise and services)	10	7
Proposed personnel to carry out the assignment	General qualification and experience of the management team based in Marib and background of personnel proposed for the assignment (please provide CVs). Two qualified technical staff per site offered Fill in Annex G	10	7
	Written commitment of identified staff to respond to installation schedules, emergency situations in case of failures and reporting	5	0

2.13 Technical and Financial Evaluation

For the award of this project, SHS has established eligibility and technical evaluation criteria which govern the selection of offers received. Evaluation is made on a technical and financial basis. The percentage assigned to each component is determined in advance as follows:

The **Technical Offer** will be evaluated using inter alia the following criteria and percentage distribution: **60%** from the total score:

The Technical offer score will be calculated according to the percentage distribution for the technical and financial offers.

The cut-off point for submissions to be considered technically-compliant will be **35 points out of 60 points**.

The **Financial offer** will use the following percentage distribution: **40%** from the total score. The financial component will be analyzed only for those suppliers that pass the technical evaluation.

The maximum number of points will be allotted to the lowest price offer that is opened and compared among those invited firms. All other price offers will receive points in inverse proportion to the lowest price; e.g., $[(\text{Lowest-cost Offer} / \text{Cost of the Offer Being Evaluated}) \times 100 \times [\text{Percentage Distribution (40\%)}]] = \text{weighted score for the financial offer under evaluation}$

2.14 Opening of Financial envelopes

Upon completion of the evaluation of the technical bids, the company will notify the bidders in writing whether their technical bid is considered satisfactory and accepted or rejected.

2.15 Criteria for selection of the best Proposal:

Combined scoring method: The Technical Proposal will be weighted a maximum of 60 points and combined with

the Financial Proposal which will weight a maximum of 40 points.

The evaluation and selection committee will consider the technical merits in accordance with the scoring system; however, it will not select a Proposal or award on the basis of a superior capability without consideration of price.

SHS reserves the right to award without clarifications and/or discussions.

If there are arithmetic mistakes in the budget of the technically acceptable applicants, SHS will rectify these mistakes on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; and
- b) If there is a discrepancy between the amounts in figures and in words, advantage will be given to the amounts in words.

If the correction(s) lead to a different total cost, this new total cost will be evaluated against other technically acceptable Proposals and considered as being part of the Best Value evaluation and selection. UNHCR reserves the right to reject the Proposal if the technically acceptable applicant does not accept the correction of mistakes in the budget by UNHCR.

SHS may at its discretion increase or decrease the proposed content when awarding the contract and would not expect a significant variation of the rate submitted. Any such increase or decrease in the contract duration would be negotiated with the successful bidder as part of the finalization of the Purchase Orders for Services.

Please note that SHS is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract will be awarded to the bid considered most responsive to the needs, as well as conforming to SHS's general principles, including economy and efficiency and best value for money.

2.16 Signing the contract

- The awarded contractor will be notified of the acceptance of his request to carry out the supply, and will be asked to sign an agreement according to the specifications within (7 days) of receiving the acceptance notification, and they will prepare bank guarantee for Performance Bond within (7 days) of receiving the approval notification.
- Failure to implement the contract and prepare the acceptance guarantee within the period specified above after the applicant's receipt of the acceptance notice will lead to the invalidation of the approval grant.
- Payment will be via bank cheques issued by the association in the name of the commercial entity of the contractor, after receiving the certificate for supply of items from the project supervisor of the association.

2.18 The freedom of the association to cancel or make any amendments

The association has the right to act at any time prior to the date and time of opening the technical envelopes, provided that it sends a written notice to the bidders as follows:

- ✓ Cancellation or modification of the tender booklet.
- ✓ Extending the submission deadline for the offers.

2.19 Bid preparation costs

In all cases, the association will not be liable to any bidder for any costs, expenses, losses or damages that he may incur in preparing his bid or in conducting subsequent negotiations related to the bid or agreement. For this bid,

regardless of the contents of the bid submitted by him and their preference in relation to the bids that may be submitted by other bidders, Bidders accept and agree to abide by all the rules and conditions stipulated in the specifications and bid documents and accept the association's decisions as final decisions in the bidding and awarding process. The association has the right to cancel and withdraw the offer without announcing the award of the project, only to the association's management and regardless of the bids that have been or may have been submitted, all without any responsibility on the association towards any person who has obtained the conditions booklet, submitted or will submit the bid.

2.20 Waiver of Contract

The awarded bidder is not entitled to waive to others the performance of the entire contract work or any part of it except after obtaining the approval of the committee in advance and in writing on this waiver. The contractor remains responsible for the implementation of the contract and in case of violation, the association has the right to terminate the contract, seize the guarantees and apply the provisions of the regulation.

2.21 Breach of contract terms

In the event of a breach of the terms of the contract, the association has the right to terminate the contract, or to withdraw the work from whom the tender is awarded and implement it at their own expenditure with the same terms and specifications announced and contracted. The final guarantees become the right of the association to whomever the tender is awarded with, also has the right to deduct the penalties and the value of losses incurred. SHS will resort to deducting it from contractor's dues with any other administrative body, whatever the reason for entitlement without the need to take any judicial procedures, all without prejudice to its right to refer to it unless they are able to from fulfilling the rights through the administrative way.

2.22 Termination of contract:

The contract is automatically terminated before the expiry of its term without any objections from the contracting party, and without the need to take any legal procedures in the following cases:

- If it is proven that the contractor or through someone else used fraud or tampering in dealings with the association or obtaining the contract.
- If the contractor becomes bankrupt or insolvent.
- If the contracting party breaches any of the contract terms or any of the obligations stipulated in the tender booklet.
- In the event of the contractor's negligence or delay in beginning the implementation of the contract

2.24 Compliance with laws

The successful bidder shall abide by applicable laws issued by the Republic of Yemen upon signature of the contract and future amendments thereto, and to comply with all requirements of all relevant government entities.

2.25 Dispute resolved

The provisions of issued by the Yemeni law and its amendments shall be applied in disputes that arise including interpretation of any clause of the contract to be concluded with the bidders who have the tender.

2.26 Ethical principles and rules of behavior

All suppliers and contractors submitting their bids must observe the highest standards of ethics in obtaining and executing contracts - and they are prohibited from any unethical practices or behaviors such as:

- 1- “Practice of bribery” means offering/giving/receiving/or seeking something of value to influence the actions of a public official for the purpose of obtaining or executing the contract.
- 2- “Practice of fraud” means the distortion of facts to affect the process of obtaining or implementing the contract to harm the employer / it also means collusion between the bidders (before or after bidding) to set artificial and non-competitive levels of prices and to deprive the employer of the advantages of free and open competition.
- 3- The proposal to award the bid shall be rejected if it is proven that the bidder recommended for awarding the bid has engaged in practices involving bribery and fraud during the competition to win the relevant contract;
- 4- If it is proven to the employer at any time that the contractor has practiced bribery or fraud in the tender, the bidder will be disqualified and will not participate in any tender permanently or for a limited period, and measures will be taken in accordance with these instructions and conditions of the tender. The bidder will be in the blacklist whenever it requires it. Bidders should observe the rules of conduct and ethical principles specified in the law and regulation during the study and submission of bids and the awarding decision by the employer.
- 5- All bids submitted by contractors with whom the interests of the employer conflict with will be rejected. The interests of the employer are considered to be in conflict with the interests of the bidders in the bidding process if any of the following matters:
 - They fall under the umbrella of joint ownership or management.
 - That the bidder received or is receiving direct or indirect support from the employer.
 - To have joint legal representation for the purposes of this bid.
 - The existence of a direct or indirect relationship or through a third party that enables access to information or influence the decisions of the business owner regarding the tender.
 - That the bidder contributed or acts as a consultant for the preparation of technical designs or specifications for the subject matter of the bid.

1. Special conditions for implementation.

- Sample works before starting implementation are required for approval.
- Maintenance is free of charge for the warranty period at any time required.
- Items/supplied materials are subject to a quality check by the supervisory body appointed through (UNHCR) to certify the items' compliance with the specifications and before making any payment to suppliers to distribution.
- SHS has the right to choose and select more than one winner to implement the work in the tender for the speed of completion and implementation of the work during the short emergency period.