

DATE: 17/07/2022

**INVITATION TO BID: No. ITB/SOADEN/002/22
FOR THE ESTABLISHMENT
OF FRAME AGREEMENTS FOR THE SUPPLY OF TRANSITIONAL SHELTER KITS**

CLOSING DATE AND TIME: 04/09/2022 – 23:59 hrs Yemen time

INTRODUCTION TO UNHCR

The Office of the United Nations High Commissioner for Refugees was established on December 14, 1950 by the United Nations General Assembly. The agency is mandated to lead and co-ordinate international action to protect refugees and resolve refugee problems worldwide. Its primary purpose is to safeguard the rights and well-being of refugees. It also has a mandate to help stateless people.

In more than five decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 17,300 people in more than 138 countries continues rendering assistance to over 82 million persons. To help and protect some of the world's most vulnerable people in so many places and types of environment, UNHCR must purchase goods and services worldwide. For further information on UNHCR, its mandate and operations please see <http://www.unhcr.org>.

UNHCR, with its Branch Office Sana'a and offices in Aden, Hudaydah, Sa'ada and Ibb, has an international mandate to provide international protection and to seek solutions for persons of concern, including refugees and asylum seekers in Yemen. In addition, the Office assumes the lead responsibility for protection, emergency shelter and camp coordination and management for internally displaced persons in Yemen. The work of the Office is of an entirely non-political character and UNHCR engages in partnerships with non-profit organizations and entities that are committed to UNHCR's core values, including professionalism, integrity and respect for diversity and its commitment to persons of concern.

1. REQUIREMENTS

The Office of the United Nations High Commissioner for Refugees UNHCR, Sub-Office Aden, invites qualified suppliers to make a firm offer for the establishment of Frame Agreement(s) for the Supply of Transitional Shelter Kits for UNHCR operational need in the south of Yemen (referred to hereinafter as Goods).

Partial bids are allowed under this tender. Thus, the bids may contain either the offers for one, multiple or all items.

IMPORTANT: technical specifications of the required items are detailed in **Annex A** attached hereto.

UNHCR Sub-Office Aden may award Frame Agreement(s) with initial duration of 2 (two) years, potentially extendable for a further period of 1 (one) year, for supplying its operations. The successful bidders will be requested to maintain their quoted price model for the duration of the Frame Agreement(s).

The estimated annual requirement of UNHCR is as follows:

Year	Estimated annual requirement (qty)
2022	1,900 Transitional Shelter Kits
2023	950 Transitional Shelter Kits
2024	950 Transitional Shelter Kits

IMPORTANT: Exact technical specifications of the items are detailed in **Annex A** of this document.

This tendering process will result in establishing contracts (Frame Agreements) with initial duration of 2 (two) years, potentially extendable for a further period of 1 (one) year, for supplying its operations. The successful bidders will be requested to maintain their quoted price model for the first six (6) months of the Frame Agreement(s). After the first six (6) months, when the actual requirements arise, these vendors will form a “pool” of suppliers of the concerned relief products for the subsequent secondary bidding (i.e. mini competition) Purchase Order(s) will be placed with the vendor(s) offering the lowest overall price under each separate instance of the secondary bidding.

Please note that figures have been stated in order to enable bidders to have an indication of the projected requirements. It does not represent a commitment that UNHCR will purchase the above quantity. Quantities may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders against the Frame Agreement.

Other United Nations Agencies, Funds and Programmes shall be entitled to the same prices and terms as those contained in the offers of the successful bidders and could form the basis for a Frame Agreement with other UN Agencies.

IMPORTANT:

When a Frame Agreement is awarded, either party can terminate the agreement only upon 90 days (3 months) notice, in writing to the other party.

The initiation of conciliation or arbitral proceedings in accordance with **Article 19** “Settlement of Disputes” of the UNHCR General Conditions of Contracts for Provision of Goods shall not be deemed as a “cause” for or otherwise to be in itself a termination clause.

Sub-contracting: Please take careful note of Article 5 of the attached General Terms and Conditions (Annex E1 and E2).

It is strongly recommended that this Invitation to Bid document and its annexes be read thoroughly. Failure to observe the procedures laid out herein may result in disqualification from the evaluation process.

QUALITY CONTROL THROUGHOUT THE FRAME AGREEMENT:

UNHCR may carry random quality inspections, including specific selected criteria for laboratory test to products or items selected by UNHCR or by an independent surveyor appointed by UNHCR from samples selected during production, upon departure, loading, unloading, arrival to destination or from any storage location. The cost of the quality control inspections and laboratory tests will be covered by UNHCR.

For potential dispute cases regarding the quality of items which shall be delivered to UNHCR, the organization will keep reference samples for further required testing. Therefore, suppliers and manufacturers are requested to ensure that the quality of supplied items fully comply with the approved UNHCR technical specifications and requirements.

If the goods’ inspection results in rejecting whole or part of the consignment, the vendor shall bear all costs related to re-inspecting and re-supplying the replacement items.

Note: this document is not construed in any way as an offer to contract with your firm.

2. BIDDING INFORMATION:

2.1. ITB DOCUMENTS

The following annexes form integral part of this Invitation To Bid:

- Annex - A: Technical Specifications
- Annex - B: Technical Offer Form (To be completed and submitted in the Technical Offer)

- Annex - C: Financial Offer Form (To be completed and submitted in the Financial offer)
Annex – D: Vendor Registration Form (To be completed and submitted in the technical offer)
Annex - E1: English Version UNHCR General Conditions of Contracts for the Provision of Goods – July 2018
Annex - E2: Arabic Version UNHCR General Conditions of Contracts for the Provision of Goods
Annex – F: UN Supplier Code of Conduct
Annex – G: Submission Checklist and Acknowledgements

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

2.2 **ACKNOWLEDGMENT**

We would appreciate your informing us of the receipt of this ITB by return e-mail to YEMADSU@UNHCR.ORG as to:

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

IMPORTANT:

Failure to send the above requested information may result in disqualification of your offer from further evaluation

2.3 **REQUESTS FOR CLARIFICATION**

Bidders are required to submit any request for clarification or any question in respect of this ITB by e-mail to YEMADSU@UNHCR.ORG. **The deadline for receipt of questions is on 24/08/2022 at 16:00 hrs Yemen time.** Bidders are requested to keep all questions concise.

IMPORTANT:

Please note that Bid Submissions are **NOT** to be sent to the e-mail address above. Failure to comply with this provision may result in disqualification.

UNHCR will reply to the questions received as soon as possible by means of publication on the UNGM website and on the Yemen HR media platform.

2.4 **YOUR OFFER**

IMPORTANT:

Cancellation of Solicitation: UNHCR reserves the right to cancel a Solicitation at any stage of the procurement process prior to final notice of award of a contract.

Your offer shall be prepared in English.

Please submit your offer using the Annexes provided. Offers not conforming to the requested formats may not be taken into consideration.

IMPORTANT:

Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer or any other UNHCR staff other than the submission e-mail address will result in disqualification of the offer. Please send your bid directly to the address provided in the "Submission of Bid" section 2.6) of this ITB.

Your offer shall comprise the following two sets of documents:

- Technical Offer;
- Financial Offer.

2.4.1 Content of the TECHNICAL OFFER

IMPORTANT:

No pricing information should be included in the Technical Offer. Failure to comply may risk disqualification. The technical offer should contain all information required.

The technical details of the products requested by UNHCR can be found in **Annex A**.

Your technical offer should clearly state whether or not the goods you are offering are fully conforming to the product specifications given. Clearly state and disclose any discrepancies with the specifications given.

The following details shall also be provided in the Technical Offer.

I) COMPANY QUALIFICATIONS:

Company Profile: The bidder shall provide:

- Company profile to be provided in **Annex B** (Year founded, specify headquarters location and other branch location, if any; description of core business; contact details of at least 2 current or former clients for reference checks (excluding UNHCR); Total number of current clients).
- Valid company registration document.
- In case of a joint venture, submission of a Joint Venture Deed is mandatory.

Financial Soundness: Your offer must include bank statements, audited financial statements or financial turnover records from a financial institute for the past 2 years showing an annual turnover of at least USD 50,000 or equivalent in local currency @ USD 1 = 1,120 Yemeni Rial.

Experience of Firm: The bidder shall show prove of a minimum of 1 year experience in the supply of similar products by submitting at least 2 (two) contracts, work orders, POs or reference letters that must be on letterheads of the clients.

UNHCR General Conditions of Contract (Annex E): Your submission checklist in Annex G should contain your acknowledgement of the UNHCR General Conditions for Provision of Goods.

UN Supplier Code of Conduct (Annex F): Your submission checklist in Annex G should contain your acknowledgement of the UN Supplier Code of Conduct.

United Nations Security Council Sanctions List: Your submission checklist in Annex G should contain your confirmation that your company is not on the United Nations Security Council Sanctions List.

Bid Security:

In order to participate in this ITB, you are required to submit a bid security as part of your Bid Submission in the amount of Ten thousand (10,000) USD or equivalent in local currency @ USD 1 = Yemeni Rial 1,120. (USD 10,000 = Yemeni Rial 11,120,000).

The bid security shall be in the form of a bank guarantee issued by an accredited bank, acceptable to UNHCR. The bid security must be valid for 180 days after the closing date of this ITB as stipulated in section 2.4.2 of this ITB.

Unsuccessful bidders' bid securities will be discharged/returned as promptly as possible but no later than 180 days after the expiration of the period of offer validity as stipulated in section 2.4.2 of this ITB.

The successful bidder(s)' bid security(ies) will be discharged/returned upon the bidder(s) signing the Frame Agreement(s) and furnishing the performance security(ies), insurances, and other documents that UNHCR requires as a condition to rendering the Frame Agreement(s) effective

The bid security may be forfeited if you breach your obligations under the bid security undertakings required in accordance with section 2.4.1 under "Undertaking" of this ITB.

Submission of Bid securities: Bidders must submit the original copy. It shall be enclosed in an envelope and submitted along with the sample of your product.

II) PRODUCT SPECIFICATIONS:

Technical Item Description: Detailed description of the technical specifications of the offered items have to be included in **Annex B** (Technical Offer Form).

Sample: Samples must be submitted together with Bid Security when depositing your Sealed Offer.

IMPORTANT: Failure to submit the abovementioned Sample(s) in addition to filled Annex B may result in disqualification from the evaluation process

III) PRODUCTION AND DELIVERY CAPACITY:

Incoterms: The DDP International Chamber of Commerce Incoterms 2010 shall apply for this ITB and for any resulting purchase orders(s).

Packing details: The technical offer shall clearly indicate the packing options (e.g. pieces per unit volume, etc.) to be provided in **Annex B** to this ITB. Goods must be adequately packed to meet the requirements of the transport mode stipulated and to withstand any rough handling during transit to final destination.

The most common Wooden Poles and Plates packing to be as bundles, standard packing is required. Each bundle to have the same quantity.

Mobilization & Delivery Capacity Period: The bidder shall state the delivery capacity in monthly basis, meaning the time required to have the quantities of the Transitional Shelter Kit products prepositioned as "Ready-for-Dispatch" at the local storage facility of the supplier in Aden, Yemen.

Delivery Time: The bidder shall state the time required for delivery of the items after they are Ready for Dispatch at the supplier in Yemen.

Storage Capacity and Emergency Response: Successful bidders will be expected to maintain a dedicated emergency stock at their premises at no extra cost and without prior commitment from UNHCR, which can be used for rapid deployment to UNHCR emergency operations in Yemen. The bidders should indicate in their offer the quantity they can maintain accordingly. By the end of the Frame Agreement, UNHCR will purchase at minimum the quantity kept as emergency stock with the Frame Agreement holder.

Inspection: Inspection and laboratory testing of goods will be applicable and will be advised at the time of purchase. The inspection will be arranged and paid for by UNHCR. Please note that inspection charges resulting from the supplier's default will be charged directly to the supplier.

CONSEQUENCES FOR NON-COMPLIANCE:

- Bidders who submit bids to this ITB and who fail to honour their offer when granted a frame agreement may be **suspended** from participating in UNHCR tenders and potentially also for other UN Agencies.

- Please note that – during the implementation of the purchase order – should the Contractor be in delay, without prejudice to UNHCR's other rights and remedies, UNHCR may, at its sole option, demand

liquidated damages for such delay, in an amount equal to 0.3% for each day of delay beyond the date upon which the Goods were due to be delivered as specified in the purchase order. For this purpose, UNHCR may **withhold payments** up to 10% of a purchase order value until all disputes are settled or as liquidated damages for the failure of the supplier's performance.

2.4.2 Content of the FINANCIAL OFFER

Your separate **Financial Offer** must contain an overall offer in a single currency of US Dollars.

The prices offered must remain unchanged for the duration of first six months of the Frame Agreement. Further for remainder period of the Frame Agreements, Purchase Order(s) will be placed with the vendor(s) offering the lowest price under each separate instance of the secondary bidding.

The Financial offer is to be submitted as per the Financial Offer Form (Annex C). Bids that have a different price offer form will not be accepted.

Please note that submitting an offer is deemed as full acceptance of UNHCR's General Conditions for Provision of Goods.

The following details shall be provided for each item:

Unit costs: The bidder shall quote the all-inclusive DDP unit price for:

- Aden warehouse

The supplier is expected to deliver the goods to the specified UNHCR Aden warehouse on DDP. All taxes payable needs to be settled in full by the supplier.

You are requested to hold your **offer valid for 120 days** from the deadline for submission. UNHCR will make its best effort to select a company within this period. The pricing model quoted in the Supplier's offer will remain valid for the duration of first six months of the Frame Agreement, followed by Request For Quotation processes (i.e. secondary bidding) to award the lowest prices that shall be reflected in the respective Purchase Order(s). UNHCR's standard payment terms are within 30 days after satisfactory implementation and receipt of documents in order.

The cost of preparing a bid and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment.

2.5. Bid Evaluation:

For the award of this project, UNHCR has established evaluation criteria which govern the selection of offers received. Evaluation is made in three (3) steps (1. Mandatory documentation, 2. Technical, 3. Financial) described in the following sections.

2.5.1 Eligibility and Commercial/Registration Documentation Check:

A prerequisite for any supplier to be deemed eligible for an award of contract is, that the company is not, or not associated with a company or individual, under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Consolidated United Nations Security Council Sanctions List, available at: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list#entities>.

The qualified supplier(s) will be added to the Vendor Database after investigation of suitability based on the submitted Vendor Registration Form (**Annex D**) and supporting documents.

The following are the criteria based on which UNHCR decides if a company has the basic eligibility to be considered for a contract award:

ELIGIBILITY CRITERIA	EVALUATION
1. Valid Business Registration Certificate in field of trading / Local Dealership Authorization submitted	Pass/Fail
2. Submitted Financial Statements or Audit Reports or Turnover Records	Pass/Fail
3. Proof of experience (min. 1 year) submitted (2 contracts or work orders or POs or reference letters)	Pass/Fail
4. Acknowledgement of UNHCR General Conditions of Contract provided (Annex G)	Pass/Fail
5. Acknowledgement of UN Supplier Code of Conduct provided (Annex G)	Pass/Fail
6. Company not on the United Nations Security Council Sanctions List (Annex G)	Pass/Fail
7. Valid Bid Security submitted	Pass/Fail

All of the above criteria have to be met, otherwise the bidder's submission will not be considered for further evaluation.

2.5.2 **Technical evaluation:**

The technical component of the submission will be evaluated using the criteria **PASS or FAIL to the Provided samples using the exact same structure as outlined in Annex B, and based on the requirements from Annex A.**

Qualification and acceptance of product samples:

Technical acceptability of the products will be assessed through visual/tactile inspection of the samples by UNHCR Technical Team or a hired third-party inspection firm during technical evaluation of this ITB and through the duration of the frame agreement. Bidders are therefore required to submit samples of the goods to the below mentioned address.

**UNHCR Sub-Office Aden
Supply Chain Unit
Hoshi Mana Street, Building No. 27 & 28
Beside German Consulate/Shopping Area
Khormaksar, Aden - Yemen
Contact Number Tel: 02-235111 or 02-231441**

Samples have to be submitted on or before the bid closing date.

Please, kindly ensure that your samples are well labelled with indelible ink bearing the name of the bidder and contact details.

Bidders are advised to submit preferably one (01) or maximum two (02) sample(s) meeting the specification as well as best prices for the submitted sample(s). In case of two samples, separate Financial Offer Forms clearly stating Financial Offer Form – Sample 1 and Financial Offer Form – Sample 2 must be submitted and samples must also be clearly labelled with indelible ink bearing the sample number, name of the bidder and contact details. **Each Sample must accompany two copies of delivery note on the letter head of the bidder, of which one copy will be returned to bidder after signature of receiving person as receipt confirmation of the sample and one copy will be kept in our records for future reference and return of sample for unsuccessful bidders.**

Failure to provide the requested sample shall lead to automatic disqualification of your bid.

Important Note: Failure to provide samples of all or part/s of Transitional Shelter Kit including wood products 100% free of cracks shall lead to automatic disqualification of your bid.

Technical bids will be evaluated based on Pass/Fail criteria as shown below. To be technically qualified all criteria must be passed.

TECHNICAL CRITERIA	EVALUATION
a. All samples are submitted	Pass/Fail
b. Technical descriptions in Annex B and samples meet all technical criteria defined in Annex A	Pass/Fail

2.5.3 Financial evaluation:

The financial component will be analyzed only for those suppliers that pass the technical evaluation for all items. Financial bids from pre-qualified suppliers will be evaluated based on:

- Competitiveness of the quoted prices by complete items
- Unit average cost DDP, (UNHCR Warehouse, Aden)

UN Global Compact and other factors: UNHCR supports the UN Global Compact Initiative put forward on 31 January 1999 by UN Secretary-General Kofi Annan that would bring companies together with UN agencies, labor and civil society to support ten principles in the areas of the human rights, labour, environment and anti-corruption. We encourage our suppliers to sign up with the UN Global Compact Initiative.

2.5.4 Performance evaluation:

The above will be followed, during the implementation of the contract, by performance evaluation as a supplier such as:

- Random / periodic testing of the supplier's products,
- Ability to respond to emergency needs,
- Lead time and timely delivery,
- Dependability of products and services (no damages and losses),
- Accuracy of invoices.

2.6 Submission of offers:

The offers must bear your official letter head, clearly identifying your company.

Bids should be submitted by e-mail and all attachments must be in **PDF format only**.

Copies of the *.pdf format documents may, **as an addition**, be included in Excel or other formats such as *.doc, *.docx, *.xls, *.xlsx, *.rtf, *.png, *.jpg, *.jpeg, *.txt, *.zip, *.ppt, *.pptx, *.bmp, *.rar, *.gif, *.tif and *.tiff. ***Executable files (*.exe, *.bat, *.cmd, etc.)*** shall not be uploaded as such extensions are filtered and are rejected by the UNHCR email server).

Bid submitted by email must be sent ONLY to: YEMADTEN@UNHCR.ORG

IMPORTANT:

The Technical Offer and Financial Offer submitted electronically must be sent in separate emails. Failure to do so will result in disqualification of your offer.

Deadline: on 04/09/2022 at 23:59 hrs Yemen time.

IMPORTANT:

Any bid received after this date or sent to another UNHCR address will be rejected. UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective bidders simultaneously.

It is your responsibility to verify that all e-mails have been received properly before the deadline. Please be aware of the fact that the e-mail policy employed by UNHCR limits the size of attachments to a maximum of **10 Mb** so it may be necessary to send more than one e-mail for the whole submission.

Please indicate in e-mail subject field:

- Bid ref.# **ITB/SOADEN/002/22**
- Name of your company with the title of the attachment
- Whether the email is part of the Technical Offer or the Financial Offer
- Number of e-mails that are sent (example: 1 of 3, 2 of 3, 3 of 4)

*For example: ITB/SOADEN/002/22 Company ABC; Technical Offer (email 1 of 2)
ITB/SOADEN/002/22 Company ABC; Financial Offer (email 2 of 2).*

UNHCR will not be responsible for locating or securing any information that is not identified in the bid. Accordingly, to ensure that sufficient information is available, the bidder shall furnish, as part of the bid, any descriptive material such as extracts, descriptions, and other necessary information it deems would enhance the comprehension of its offer.

2.7 BID ACCEPTANCE:

UNHCR reserves the right to accept the whole or part of your bid, or to allow split or partial awards on this tender.

UNHCR may at its discretion increase or decrease the proposed requirements 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 Goods.

UNHCR may, at its discretion, extend the deadline for the submission of bids by notifying all prospective suppliers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by UNHCR at its own initiative or in response to a clarification requested by a prospective supplier.

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

2.8 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

Any Purchase Order (PO) issued as a result of this ITB will be made in US Dollars only. Payment will be made in accordance with the General Conditions of Contract for the Provision of Goods and in the currency in which the Purchase Order is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR.

UNHCR's standard payment terms are within 30 days after satisfactory implementation and receipt of documents in order.

2.9 UNHCR GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF GOODS

Please note that the General Conditions of Contract (**Annexes E1 and E2**) will be strictly adhered to for the purpose of any future contract. The Bidder must confirm the acceptance of these terms and conditions in writing.



Dhanu Gurung
Associate Supply Officer
Supply Chain Unit
Sub-Office Aden
UNHCR Yemen