

**DATE: 17/04/2022**

**INVITATION TO BID: No. ITB/SOADEN/001/22  
 FOR THE ESTABLISHMENT  
 OF FRAME AGREEMENTS FOR THE SUPPLY OF HYGIENE MATERIALS**

**CLOSING DATE AND TIME: 22/05/2022 – 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 hygiene materials 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 or two or all three items.**

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

UNHCR may award Frame Agreement(s) to a Primary Vendor as well as to one or several Backup Vendors with the initial duration of 2 (two) years, potentially extendable for a further period of 1 (one) year. In line with the foreseen contractual arrangements, only if the Primary Vendor is not capable or willing to honor its contractual obligations for a specific order or for the entire scope of the contract that the Backup Vendor may be engaged to fulfil the concerned requirements under the Frame Agreement.

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:

<b>Item Description</b>	<b>Estimated annual requirements</b>
Disposable Sanitary pads/napkins	66,000 packs
Bathing Soap	407,000 Bars
Laundry Soap	132,000 Packs

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 a minimum quantity of goods or services. Quantities may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders against the Frame Agreement(s).

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.

UNHCR may require opening one or multiple boxes of hygiene materials in any inspection location in order to inspect the supplied hygiene products against the approved UNHCR technical specification. At the supplier's warehouse, the vendor shall be responsible for the laborers for opening and the subsequent repacking of the boxes at its sole cost. However, in the UNHCR warehouse, opening the boxes will be done at the cost of UNHCR, including the cost of reconstituting the boxes.

If the goods' inspection results in rejecting whole or part of the consignment, the vendor shall bare 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 for the Hygiene Materials
- 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 Contract for Provision of Goods – July 2018;
- Annex E2: Arabic Version UNHCR General Conditions of Contract for Provision of Goods – July 2018;
- Annex F: UN Supplier Code of Conduct;
- Annex G: Submission Checklist and Acknowledgements.

## 2.2 ACKNOWLEDGMENT

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

- Your confirmation of receipt of this invitation to bid;
- Whether or not you will be submitting a bid;
- Provide the company 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 requests for clarification in respect of this ITB by sending the respective e-mails to [YEMADSU@UNHCR.ORG](mailto:YEMADSU@UNHCR.ORG). **The deadline for receipt of questions is 23:59 hrs. Yemen time on 12/05/2022.**

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.

**IMPORTANT:**

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

## 2.4 YOUR OFFER

Your offer shall be prepared in English.

Please submit your offer using the Annexes provided. Offers not conforming to the requested formats may be not 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 and only 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 shall be included in the Technical Offer. Failure to comply will result in disqualification. The technical Offer should contain all information required.

Your Technical Offer should clearly state whether or not the goods you are offering fully conform to the given specifications. Clearly disclose any discrepancies.

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

## I.) COMPANY QUALIFICATIONS:

**Company Profile:** The bidder shall provide:

- company profile to be contained in **Annex B**, specifying the year company was founded, headquarters and other branch locations, if any; description of core business of your company; contact details of at least 2 current or former clients for reference checks (excluding UNHCR); total number of current clients;
- Valid local company registration documents issued by the pertinent authorities in Yemen;
- In case of a joint venture, submission of a Joint Venture Deed is mandatory.

**Financial Soundness:** Your offer must include any one of the following financial documents - relevant bank statements and/or certified financial statements/balance sheets, and/or audit reports, and/or turnover records for 2020 and 2021.

**Experience of the Company:** The bidder shall demonstrate through documented evidence a minimum of 1-year past experience in the supply of similar products by submitting at least 2 (two) contracts, work orders or Purchase Orders.

**UNHCR General Conditions of Contract (Annexes E1 and E2):** Your submission checklist in **Annex G** should contain your acknowledgement of the UNHCR General Condition of Contract for the 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;

**European Union, World Bank, United Nations and UN Security Council's Sanctions/Ineligibility Lists:** Your submission checklist in **Annex G** should contain your confirmation that your company is not on the aforementioned Sanctions/Ineligibility Lists.

**However, please note that submitting an offer is deemed as full acceptance of UNHCR's General Conditions of Contract for the Provision of Goods (Annex E1 and E2) and UN Supplier Code of Conduct (Annex F).**

## II.) PRODUCT SPECIFICATIONS:

**Technical specifications:** detailed description of the offered items are to be included in **Annex B** (Technical Offer Form).

## III.) PRODUCTION AND DELIVERY CAPACITY:

**Incoterms:** The International Chamber of Commerce Incoterms 2021 **Delivered Duty Paid (DDP)** shall apply to 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 in boxes** to meet the requirements of the transport mode stipulated and to withstand any rough handling during transit to final destination. Each box should have the same quantity.

**Delivery Capacity:** Bidder must have a capacity to deliver minimum 11,000 packs of Sanitary Napkins, 68,000 bars of Bathing Soap and 22,000 packs of Laundry Soap on bi-monthly basis to be deemed as technically compliant.

**Delivery Time:** The bidder shall state the time required for delivery of the items after they are prepositioned as "Ready-for-Dispatch" at the suppliers location in Yemen.

**Storage Capacity and Emergency Response:** Successful bidders will be expected to maintain a dedicated emergency stock of the hygiene materials 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.

#### **SAMPLES**

Presentation of sample(s) is a mandatory requirement constituting a part of the preliminary (eligibility) evaluation process. Failure to timely submit the sample will lead to disqualification of the offer. The Bidders are required to submit one (1) sample of each product offered, i.e. 1 Pack of Disposable Sanitary pads/napkins, 1 Bar of Bathing Soap and 1 Pack of Laundry Soap.

The samples will be examined for conformity with the technical specifications detailed in Annex A – Technical Specifications attached hereto.

Samples shall be provided free of charge with no guarantee that they will be returned by UNHCR unless the vendor agrees to take them back “as-is” and pays for their return, if applicable. UNHCR shall give no guarantee as to the condition of the samples upon completion of possible testing and the follow-on technical evaluation process.

The sample must contain a label of marking which can clearly identify the Bidder and the tender reference number ITB/SOADEN/001/22.

Each Sample must accompany two (2) copies of delivery note on the letter headed paper of the Bidder, of which one copy will be returned as receipt confirmation to the Bidder after signature of the UNHCR staff responsible for receiving the samples and another copy will be kept with UNHCR for records and future reference.

Bidders must send the samples to the following address:

**UNHCR SUB-OFFICE ADEN,  
HOSHI MANA STREET, BUILDING NO.27 & 28,  
BESIDE GERMAN CONSULATE, KHORMAKSAR  
ADEN, YEMEN  
UNHCR SO Aden Contact Phone No.: Tel: 02-231441 or 01-235111**

Deadline for delivery of samples – **22/05/2022 at 15:00 Yemen time.**

#### **2.4.2 Content of the FINANCIAL OFFER**

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

**The prices offered must remain unchanged for the duration of the Frame Agreement (i.e. during 2 + 1 years).**

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 of Contract for the 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:
- DDP – Aden warehouse.

The supplier is expected to deliver the goods to the specified UNHCR warehouse facilities located in the National Roads and Bridges Corporation - Ministry of works in Al-Mansoor district, Aden Governorate on DDP INCOTERMS. All taxes payable need 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 the Frame Agreement. UNHCR’s standard payment terms are within 30 days after satisfactory delivery 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:**

### 2.5.1 **Supplier Registration:**

The qualified suppliers will be added to the Vendor Database after validation of suitability based on the submitted Vendor Registration Form and supporting documents. The validation involves consideration of several factors such as:

- Financial standing,
- Core business,
- Track record,
- Contract capacity.

This will be followed later by performance evaluation as a supplier such as:

- Random / periodic testing of the supplier's products,
- Ability to respond quickly to Agency's needs,
- Timely delivery,
- Dependability of products and services.

### 2.5.2 **Technical and Financial evaluation:**

#### **Technical evaluation:**

All valid Technical Offers from the Bidders received in response to this ITB will be evaluated using PASS/FAIL system based on the following Eligibility and Technical Evaluation Criteria:

<b>I. ELIGIBILITY CRITERIA</b>	<b>Merit “PASS / FAIL”</b>
<b>1. Business registration:</b> presented a valid business registration certificate (issued by the pertinent Yemeni authorities) stating that the company specializes in the field of general trading, i.e. company having trading as a <b>core business</b>	<b>Non-discretionary “PASS/FAIL”</b>
<b>2. Financial soundness of the company:</b> submitted any one of the following financial documents - relevant certified financial statements/balance sheets, and/or audit reports, and/or turnover records for 2020 and 2021	<b>Non-discretionary “PASS/FAIL”</b>
<b>3. Company’s past experience</b> in supplying hygiene materials for minimum two (2) non-consecutive years: verifiable through documented evidence by making available minimum two (2) or more contracts or work orders or POs	<b>Non-discretionary “PASS/FAIL”</b>
<b>4. Company is not on the European Union, World Bank, United Nations and United Nations Security Council Sanctions/Ineligibility Lists (as per <b>Annex-G</b>)</b>	<b>Non-discretionary “PASS/FAIL”</b>

<b>II. TECHNICAL EVALUATION CRITERIA</b>	<b>EVALUATION</b>
1. Sample/s of hygiene materials submitted (1 Pack of Disposable Sanitary pads/napkins, 1 Bar of Bathing Soap and 1 Pack of Laundry Soap)	<b>Non-discretionary “PASS/FAIL”</b>
2. Technical specifications of the offered samples correspond to the parameters set in the in <b>Annex B</b> – Technical Offer Form and are in full conformity with the technical specifications of the required products detailed in <b>Annex A</b>	<b>Non-discretionary “PASS/FAIL”</b>
3. Bi-monthly delivery capacity is not less than 11,000 packs of Sanitary Napkins, 68,000 bars of Bathing Soap and 22,000 pack of Laundry Soap	<b>Non-discretionary “PASS/FAIL”</b>

## Financial evaluation:

The Financial Offers will be analyzed only for those bidders whose Technical Offers fully met the UNHCR requirements set forth in this tender. Financial bids from the technically qualified suppliers will be evaluated based on:

- Competitiveness of the quoted prices;
- Average unit cost DDP, (UNHCR warehouse in 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 brings companies together with UN agencies, labor, and civil society to support ten principles in the areas of human rights, labor, the environment, and anti-corruption. We encourage our suppliers to sign the UN Global Compact Initiative.

## 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](mailto: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 22/05/2022 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/001/22**
- 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/001/22 Company ABC; Technical Offer (email 1 of 2)  
ITB/SOADEN/001/22 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