# INVITATION TO BID (ITB)

***Rehabilitation of 6 Water Points in Taiz for 2022***

27 April 2022

Ref: 35121/PROCU/ADEN/2022/004

|  |  |  |
| --- | --- | --- |
| Bidder’s Name |  |  |
| Address |  |  |
| Phone& Fax No.  |  |  |
| Email |  |  |

|  |  |
| --- | --- |
| From | INTERSOS Humanitarian Aid Organization – represented by Evelyn LernoutYemen Head of Mission |
| Address  | Building No 233A, Al-Wahda neighborhood, Al-Insha’at Villas, Dar Sa’ad, Aden, Yemen |
| Phone & Fax No.  | Phone: +967 2302637 |
| Email | yemen@intersos.org  |

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| --- | --- | --- |
| **No** | **ITB processes schedule** | **Time, date, address as appropriate** |
| 1 | Date of ITB | 27/04/2022 |
| 2 | ITB dossier distribution Date | 08/05/2022  |
| 3 | Closing date and time for recipient of tenders  | 18/05/2022 – 04:00 PM (incl. Eid Holiday)Al-Turba office – dropped in sealed tender box during office hours |
| 4 | Tenders opening location | Taiz office  |
| 5 | Tender opening date and time | 19/05/2022 – 2:00 PM |

Please submit to INTERSOS the Annexes A, B, C and D filled, signed and stamped to the Address indicated. Any application received after the stated deadline shall not be considered.

1. **Requirements**

The office of INTERSOS, Aden Office, invites your company to make a firm offer for the following purpose:

**Manner of Bid’s Submission**

Delivered in two sealed envelopes

1. First envelope “**Economical Offer**” marked with tender Number shall be produced in signed, stamped and sealed envelopes labelled as “Original” indicating the tender Number and should clearly show bidders’ names, addresses and should hold bidders’ legal stamps.
2. Second envelope "**Technical Offer**" shall also be submitted labelled as “Original” marked with tender Number should clearly show bidders’ names, addresses and should hold bidders’ legal stamps.

Tenders will be opened on the date specified, and the envelope opening committee will hold a public session to open the financial envelopes of bids technically approved by the Tenders committee in the same previous order, sign the same and state the date of opening. Financial envelopes pertaining to bids which are technically rejected shall be returned to bidders sealed as when received.

The Bill of Quantities and technical specification are attached to this tender dossier in annex per below Lots.

|  |  |  |  |
| --- | --- | --- | --- |
| Lot# | Details | Location | Attachments |
| 1 | Al-Nashama Borehole | Al-Sawa’a Sub-District, Al-Ma'afer district, Taiz | Annex A1: BoQs and Drawing Annex B: Technical specification |
| 2 | Al-Sha’oba second stage  | Al-Sha’oba Sub-District, Al-Ma'afer district, Taiz | Annex A2: BoQs and Drawing Annex B: Technical specification |
| 3 | Al-Mashariqa Borehole | Al-Mashariqa Sub-District, Al-Shamaytain district, Taiz | Annex A3: BoQs and Drawing Annex B: Technical specification |
| 4 | Qahft Al-Dageney Borehole | Al-barh Duba Al-Dakhel Sub-District, Al-Shamaytain district, Taiz | Annex A4: BoQs and Drawing Annex B: Technical specification |
| 5 | Jannat Borehole | Sina water station, Sina area, Al-Mudhaffer district, Taiz City | Annex A5: BoQs and Drawing Annex B: Technical specification |
| 6 | Gharb Sina Borehole | Sina water station, Sina area, Al-Mudhaffer district, Taiz City | Annex A6: BoQs and Drawing Annex B: Technical specification |

  *Technical Specifications*

* The tenderer is deemed to have fully understood the scope of the work and accept to make an offer on the works as described in the table above of BOQs and INTERSOS technical specifications
* Respect of all the safety conditions,
* Availability of workmanship and equipment’s required for the completion of the works,
* Warranty of one after the total completion of the work the first year of warranty for the replacement/repair of the damaged parts/works in the system/project installed/rehabilitated or constructed due to manufacturer/works defaults,
1. ***Origin***

No limit except for the items tailed with the specific description column.

1. ***Language***

The tender and all correspondence and documents related to the tender exchanged by the tenderers and the contracting authority must be written in English language.

1. ***Tender validity***

Tenders must remain valid for a period of three months after the deadline for submission of tenders.

1. ***Period of execution***

The period of execution of tasks shall commence with the site handover by INTERSOS committee to the contracted supplier/ contractor and will end 30 calendar days after commencement date.

1. ***Costs of preparing tenders*:**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs shall be covered by the tenderer. The same applies for costs incurred for trips for site visits and information session.

1. ***Guarantee/warranty***
* The Contractor warrants that all the works executed are new, complete and fully compliant to all requirements specified in the technical specifications, shall conform to approve samples and shall be free from defects in material and functioning.
* The supplier/contractor shall provide written guarantee for quality of supplied items for the period specified in the bidding document as of the date of issuance of the relevant certificate of initial free-from-reservation take over unless the bidding documents provide for a longer period to remedy any technical manufacturing faults or defaults occurring during the guarantee period due to poor manufacturing, packaging, wrapping or installation.
* The supplier/contractor shall be fully responsible for replacement of defected items during the specified guarantee period.
* The supplier/contractor will not be responsible for any damage caused deliberately by users.
* Before the accrual payment is processed, the contractor is required to submit to INTERSOS an irrevocable, unconditional bank guaranteed check for 10% of the contracted amount with a validity of six months starting from the date of completion as a retention amount for contracted work as detailed in the BOQ and the technical guidelines as a condition of the contract at the signing stage.
* The warranty period begins on the day a certificate of initial completion of work is signed and lasts for 6 months, during which time the contractor is responsible for repairing any defects or damage to its work caused by poor construction quality (within 10 days) after receiving a repair request from INTERSOS – at no additional cost to INTERSOS.
* If the contractor fails to complete repairs/ corrections in 10 calendar days as agreed and according to original contract specifications as determined by INTERSOS, INTERSOS retains the right to commission that work from another contractor and deduct the new contractor’s costs from the contractor’s warranty amount. The warranty amount will be released to the contractor at a final handover meeting and final handover report prepared by INTERSOS.
1. ***Inspection and testing***

This order is subject to inspection by

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| **Name** | INTERSOS |
| **Contact persons** | Mr. Shehabaddin Mohammed – Procurement Officer Mobile: 772634218Email: procurement.aden.yemen@intersos.org  |
|  | Mr. Omar Al-Fakih – WASH Activity CoordinatorMobile: 770950001/735336165Email: ac.wash.taiz.yemen@intersos.org  |

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|  |

Inspection is at INTERSOS’ cost. If, however, an inspection must be repeated due to the supplier company's default, the cost of the second and any subsequent inspections for the same order (or lot, if part inspection) will be charged to the Supplier company.

1. ***Documentation required***

| Document | N°Originals | N°Copies |
| --- | --- | --- |
| Title | Note |
| Annexes 1 to 4 of the present Invitation to Bid (ITB) | filled in, signed and stamped each page by the vendor | 1 |  |
| Timeline Declaration (Annex 5)Cannot be more than 30 days! | Filled in, signed and stamped by the contractor | 1 |  |
| TECHNICAL SPECIFICATIONS OF THE WORKS (Annex 4) | Filled in, signed and stamped by the contractor | 1 |  |
| List of site and personnel protective equipment (Annex 7) | Filled in, signed and stamped by the contractor | 1 |  |
| Project deployed staff (Annex 6) | Filled in, signed and stamped by the contractor | 1 |  |
| Registration Card issued by the Ministry of Trading and Commercial |  | 1 |  |
| Copy of the Valid Tax Card |  | 1 |  |
| Registration Certificate/Permit  |  | 1 |  |

1. ***Currency***

Tenders must be presented in US$ (US dollars) and per unit cost.

1. ***Methods of payment***

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| Payment shall be made by bank cheque or bank transfer and shall be authorised by INTERSOS' Head of Mission. |
| Payments shall be made in USD (currency) in 3 instalments:1. 20% on signing of contract (for mobilisation of materials and equipment) against an irrevocable unconditional bank guarantee with an amount of the same level of the advance payment and valid throughout the contract execution period.
2. 30% upon 50% completion of the work per BOQ/drawing/contract.
3. 50% to be paid on the completion of the project against an acceptance certificate.
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| In order to obtain payments, the Supplier must forward to the authority:1. The invoice in original signed and stamped by the supplier.
2. A Claim Letter
3. Copy of the contract
4. Service completion note, duly signed by the Water Authority (GARWASP/LWSC), Water project committee, EU of IDPs, and INTERSOS representative.
5. Report of the work process
 |

1. ***Acceptance of the offer***

INTERSOS reserves the right to accept the offer completely or in partly without specifying quantities, and after signing the Framework contract with the supplier the quantities will be specified in Purchase Order.

1. ***Taxes and duties***

Taxes and duties should be included in the provided price offers.

1. ***Incomplete or inconsistent offers***

Incomplete or inconsistent offers will not be taken in consideration.

# Type of contract

# The contracting authority and the winning tenderer will sign a service contract for the scope of the required works.

1. ***Delay in delivery***

The contracting authority and the winning tenderer will must deliver the requested work and services in time with the same prices as stated in this contract (maximum 30 days). In case of delay of the delivery date, the Contracting Authority has the right to terminate the contract or deduct 1% per day of delay against this contract as penalty. No delays or exceptions will be considered.

1. **Criteria & Method of Selection.**
* Each lot will be evaluated separately based on value for money (VFM) and for quality of the proposed construction materials per portion.
* Technical offers will be evaluated by a committee who will score the technical offers. The supplier who gets less than 60% will be disqualified and accordingly the related economic offer will not be considered.
* Economical offers will not be opened till the technical evaluation is done for all offers.
1. ***Evaluation of tenders***

**Examination of the administrative conformity of tenders**

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions with them. Substantial departures or restrictions are those: which would affect the scope, quality or implementation of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply.

Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

**Technical evaluation**

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| **Technical Evaluation Criteria** معايير التقييم الفنية | Total Possible Points Per Category النقاط الكلية الممكنة لكل فئة |
|  a. Contractor’s past-experience in similar projects for INGOs by providing minimum 5 recent contracts/POs during the past 3 yearsخبرات سابقة للمورد بتنفيذ مشاريع مشابهة لمنظمات دولية غير ربحة عبر توفير صورة لأقل شي 5 عقود أو أوامر شراء حديثة. | 40 |
| b. Financial capacity to complete such works and availability of bank accounts and liquidity.الكفاءة المالية لتنفيذ مثل هذه الأعمال المشابهة | 30 |
| d. The supplier’s acceptance of deadline set by INTERSOS– 30 days maximumقبول المورد للموعد النهائي الذي حددته إنترسوس - 30 يومًا كحد أقصى | 30 |
| **Total المجموع**  | **100** |

**Administrative Evaluation**

A bid shall pass the administrative evaluation stage before being considered for technical and economic evaluation. Bids that are deemed administratively non-compliant may be rejected. Documents list below shall be submitted with your bid.

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Annex No** | **Documents** | **Instructions** |
| 1 | A | Tender Form duly singed and stamped | Mandatory and essential  |
| 2 | B | Tenderer’s Declaration duly singed and stamped | Mandatory and essential  |
| 3 | C | Schedule of Price duly singed and stamped | Mandatory and essential  |
| 4 | D | General Note duly stamped | Mandatory and essential  |

If the bidders do not provide any information required during the administrative evaluation, INTERSOS may choose to disqualify your bid.

**Economic evaluation**

1. Offers which get at least 60% scores technically shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
	* Where there is a discrepancy between amounts in figures and in words, the amount in words will be prevail;
	* Except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.
2. Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, his tender will be rejected.
3. **Rules and Ethics Clauses**

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| Natural or legal persons **are not entitled to participate** in competitive tendering if:1. 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 or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
2. They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations;
3. They have been convicted of an offense concerning professional conduct by a judgment which has the force of res judicata (i.e., against which no appeal is possible);
4. They are guilty of grave professional misconduct proven by any means which the contracting authority can justify;
5. They have not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country where they are established;
6. They have not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country where they are established;
7. They are guilty of serious misrepresentation in supplying the information required by the contracting authorities as a condition of participation in a tender procedure or contract;
8. They have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the same Contracting Authority or another contract financed with the same Donor’s funds;
9. They are in one of the situations allowing exclusion referred to in the **Ethics Clauses** (paragraph below) in connection with the tender or contract.

**Ethics Clauses****Policies:**INTERSOS POLICIES ON ANTI-PERSONNEL MINES & CHILD LABOUR: INTERSOS require that a contractor guarantees that he is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any component produced primarily for the operation thereof, and that the contractor represents and warrants that neither he, nor any of its vendors are engaged in any practice inconsistent with the rights set forth in the UN Convention on the rights of the child.INTERSOS Charter of Values, Code of Ethics and PSEA guides its commitment to protection from sexual exploitation and abuse based on the principles within the Universal Declaration of Human Rights and the European Convention on Human Rights, the UN Convention on the Rights of the Child (UNCRC) and the Convention on the Elimination of all forms of Discrimination Against Women (CEDAW). All INTERSOS personnel, contractors and associates must uphold and promote the highest standards of ethical and professional conduct and abide by INTERSOS policies. **Procedures:*** INTERSOS might receive complaints via its Complaint and Response Mechanism (CRM), reporting the incident to a dedicated Officer who will report to INTERSOS senior management for activation of relevant procedure per policies. A formal complaint will need to be presented in writing.
* In the event of any allegation regarding the violation of INTERSOS’ Sexual Exploitation and Abuse policy or Child Protection policy, the Management will refer these cases immediately to the PSEA and CP focal point for activation of procedures per these policies.
* In the event of criminal cases, INTERSOS informs the police if necessary and with the guidance of its legal consultant.

**FURTHER INTERSOS POLICIES:**Any attempt by a candidate or bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.Without the Contracting Authority’s prior written authorization, a contractor and his staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could owe to the nature of the contract, give rise to a conflict of interest on the part of the contractor.When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest and that he has no particular link with other tenderers or parties involved in the project. Should such a situation arise during the performance of the contract, the contractor must immediately inform the Contracting Authority.The contractor must at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession. He must refrain from making public statements about the project or services without the Contracting Authority’s prior approval. He may not commit the Contracting Authority in any way without its prior written consent.For the duration of the contract, the contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary country.The contractor may accept no payment connected with the contract other than that provided for therein. The contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.The contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.The contractor shall refrain from any relationship likely to compromise its independence or that of his staff. If the contractor ceases to be independent, the Contracting Authority may, for any injury suffered by him, terminate the contract without further notice and without the contractor having any claim to compensation.The Contracting Authority reserves the right to suspend or cancel the contract if ‘corrupt practices’ are discovered at any stage of the award process or during the implementation of the contract itself. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any action relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.**The contractor declares truthfully by signing hereinafter that she/he does not either directly or indirectly support armed groups or militia or has any kind of affiliation with the same in general and that she/he is not directly or indirectly involved in any terrorist action in particular.****Tenderers must provide a statement to the effect that they are not in any of the exclusion situations (annex 2).** |

INTERSOS representative

|  |  |
| --- | --- |
| Date |  |
| Name | Ms. Evelyn Lernout  |
| Title | Head of Mission – Yemen |
| Address | Construction Area, Dar Sa’ad, Aden, Yemen |
| Signature and Stamp |  |
|  |  |

The Bidder:

|  |  |
| --- | --- |
| Date |  |
| Name |  |
| Title |  |
| Address |  |
| Signature and Stamp |  |

Annexes

1. ( A ) Tender Form
2. ( B )Tenderer’s Declaration
3. ( C ) Schedule of Price
4. ( D ) General Note
5. ( E ) BOQs and drawings
6. ( F ) Technical Specifications

Annex A: TENDER FORM

To: INTERSOS Humanitarian Aid Organization - Yemen Mission, Aden Office

Address: Construction Area, Dar Sa’ad, Aden, Yemen

Your ref.: **35121/PROCU/ADEN/2022/004 of 27/04/2022**

We, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the Invitation to Bid **35121/PROCU/ADEN/2022/004 of 27/04/2022**
2. We offer to deliver **the items as specified in the BOQ attached in annex to this tender**, in accordance with the terms of the Invitation to Bid, without reserve or restriction.
3. Prices are valid until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. We understand that the delivering time could be modified and split according to INTERSOS’ request.
5. We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

Name and Position of person authorised to sign this tender:

………………………………………………………………….....................................................

Duly authorised to sign this tender on behalf of:

…………………………………………………………………......................................................

Place and date: ..................................................

Signature:

Stamp of the firm/company:

ANNEX B: TENDERER’S DECLARATION

To: INTERSOS Humanitarian Aid Organization - Yemen Mission, Aden Office

Address: Construction Area, Dar Sa’ad, Aden, Yemen

Your ref.: **35121/PROCU/ADEN/2022/004 of 27/05/2022**

 We, the undersigned, hereby declare that:

1. We are not in any of the situations excluding us from participating in contracts, which are listed in Article 19 of the invitation to bid.
2. We agree to abide by the ethics clauses in Article 19 of the Invitation to Bid and, in particular, have no potential conflict of interests with other candidates or other parties in the tender procedure at the time of the submission of this application
3. We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by INTERSOS.
4. We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

Name and Position of person authorised to sign this tender:

…………………………………………………………………...............................................

Duly authorised to sign this tender on behalf of:

…………………………………………………………………..............................................

Place and date: ...........................................................

Signature:

Stamp of the firm/company

**Annex D: General Notes**

General note:

ملاحظه عامه:

Any contractor/supplier working with INTERSOS should take note of the following points:

يجب على أي متعاقد / مورد يعمل مع INTERSOS أن يحيط علما بالنقاط التالية:

1. No supplier should be pressured by INTERSOS staff for favours, preferentialism or presents: in case such pressure is being made, please report direct to INTERSOS internal auditor (independent and confidential investigation will be launched)

يجب على المتعاقدين / الموردين عدم قبول أي ضغط كان من موظفي انترسوس. في حالة قيام موظفو انترسوس بضغوط على أي مورد للحصول على خدمات أو تفضيلات أو هدايا: يرجى الإبلاغ مباشرة إلى المدقق الداخلي لأنترسوس (سيتم إطلاق تحقيق مستقل، وسري بهذا الشأن).

1. Logistics is a support department and has NO power of decision for tenders – a tender committee opens and revises tenders and final decision on any tender is taken in full consultation with senior management. No contract awarding is done without the approval of the Head of Mission. Logistics have no power in this matter.

 قسم اللوجستيك هو قسم دعم وليس لديه اي سلطة في اتخاذ القرار بشأن المناقصات - حيث هناك لجنة المناقصات وهي المسؤولة عن فتح وتنقيح المناقصات ويتم اتخاذ القرار النهائي بشأن أي مناقصة بالتشاور الكامل مع الإدارة العليا. لا يتم منح التعاقد بدون موافقة رئيسة البعثة. قسم اللوجستيك ليس لديهم اي قوة او سلطة في هذه المسألة.

1. If we find that suppliers/contractors have been giving/donating presents or benefits to INTERSOS staff in return for preferential treatment of the supplier/contractor, INTERSOS must report this immediate to INTERSOS internal auditor and Head of Mission. An independent investigation will be opened and if the claim is found to be correct the supplier/contractor will be black listed from INTERSOS supplier list and this unethical behaviour will be reported to the NGO community and relevant authorities.

إذا وجدنا أن الموردين، او المتعاقدين مع انترسوس قد قدموا هدايا أو مزايا لاي موظف من موظفي انترسوس مقابل معامله تفضيليه لمورد او لمقاول معين، فيجب الإبلاغ عن ذلك بشكل فوري لمراجع الحسابات الداخلي ورئيسة البعثة. سيتم فتح تحقيق مستقل وسري بهذا الخصوص وإذا ثبت أن المطالبة كانت صحيحة سيتم إدراج المورد او المتعاقد في القائمة السوداء للموردين انترسوس وسيتم الإبلاغ عن هذا السلوك الغير الأخلاقي أيضًا إلى المنظمات غير الحكومية والسلطات المعنية.