**INSTRUCTIONS FOR BIDDERS**

1. Introduction
   1. HANDICAP INTERNATIONAL (Emergency Response Division), hereinafter referred to as the Contracting Authority, is inviting experienced and qualified firms to submit their bids for the signing of a framework contract for the supply of Assistive Devices & Rehab Equipment and Materials in Yemen.
   2. These Instructions are intended to help bidders in the preparation of their tenders. The timeframe mentioned in the instructions shall be consecutive calendar days, if a due date falls on a local holiday, the next workday will be considered.
   3. Bidders will not be reimbursed for any costs incurred in connection with the preparation and submission of their offer.
   4. All correspondence, documentation, Framework contract and drawings shall be in the English Language, other registration documents in Arabic countries shall be in Arabic language.
2. Tender response and contents
   1. The tender must be received before the deadline specified in 2.3. They must include all the documents specified in clause 4 of these Instructions and to be sent to the following address:

* **HANDICAP INTERNATIONAL - Yemen**

**Address 1: Sana'a Hadah Street. Street number 19th – Sana’a – Yemen**

**Address 2: Aden Al-Enshat AREA, Aden – YEMEN**

For all international tenderers (located out of Yemen), tenders can be received through electronic mail (e-mail): [hitenderyemen@yemen.hi.org](mailto:hitenderyemen@yemen.hi.org)

* + - For the Local tenderers, all tenders must be submitted in one original, marked “original” and 1 copy signed in the same way as the original and marked as “copy”.
  1. All tenders must be received before 06-October, 2024 **not later than 16:00 HRS (Yemen Standard Time).**
     1. For the Local tenderers: tenders can be sent to the above addresses through a registered courier company with an acknowledgement of receipt (express mail) or in case hand-delivered; a receipt signed by HANDICAP INTERNATIONAL representative.
     2. For international tenderers: tenders can be received through electronic mail (e-mail): [hitenderyemen@yemen.hi.org](mailto:hitenderyemen@yemen.hi.org)
  2. For the Local tenderers: All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

1. The above address
2. The reference code of this tender procedure: **J91\_001CONTECH2024002 (AD)**
3. Reference of lot(s) tendered for
4. Clearly written by Hand on the envelope “Not to be opened before the tender opening session”
5. The name of the bidder

All tenders submitted must comply with the requirements in the tender dossier and send in 2 separated envelops (For local tenderers) or emails (for international tenderers):

|  |  |
| --- | --- |
| **A Envelope / Email** | Form of tender with Annexes 1 to 8  Additional compulsory documents to provide:   * + - *Power of attorney for the signature of tender documents*     - *Copy of registration certificate*     - *A valid Tax registration card*     - *A valid Zakat Card (For the Local tenderers)*     - *A valid commercial register approved by the Yemeni legislature. (For the Local tenderers*     - *Financial statements copy of at least 2 of the 3 previous years*     - *Provide a previous customer experience certificate / reference that can be consulted.*   Optional documents that can be provided:   * + - *Copy of the latest quality Certificate (Annex3 1.14)*     - *Soft copy of the Technical/financial offer documents (Burned CD or flash desk inside the sealed envelopes)* |
| **B Envelope / Email** | Proposal  ***Technical and Price List ANNEX 1*** |

1. Lots:

Bidders may submit a tender for either all or any one of the lots attached to this tender. (Technical and Price List ANNEX 1)

* **Lot 1 -MOBILITY AIDS / ASSISTIVE DEVICES (ADS)- REHABILITATION MATERIAL -ORTHOSIS THERMO**
* **lot 2 CONSUMABLES REHAB EQUIPMENT-WOUND KIT, HYGIENE KIT, BURN KIT**
* **lot 3 OTHER ADS REHABILITATION MATERIAL and componenet**

1. Information/documents to be supplied by the Bidder
   1. Bidders are required to fill, initial on every page, sign and return the following documents:
      * **Form and annexes 1 to8**
      * **Proposal (Technical and Price List ANNEX 1)**
   2. All bidders must also provide the followings information and documents with their tenders:

Additional compulsory documents to provide:

* + - *Power of attorney for the signature of tender documents*
    - *Copy of registration certificate*
    - *A valid Tax registration card*
    - *A valid Zakat Card (For the Local tenderers)*
    - *A valid commercial register approved by the Yemeni legislature. (For the Local tenderers)*
    - *Financial statements copy of at least 2 of the 3 previous years*
    - *Provide a previous customer experience certificate / reference that can be consulted.*

Optional documents that can be provided:

* + - *Copy of the latest quality Certificate (Annex3 1.14)*

1. Period of validity
   1. Bidders shall be bound by their tenders for a period of Ninety (90) days from the deadline for the submission of tenders.
2. Acceptance of Bids
   1. In order to be considered eligible for the award of the contract, bidders must provide evidence that they meet or exceed certain minimum selection criteria. This evidence must be provided by bidders through the information and documents described in clause 4 and in whatever additional form bidders may wish to utilize.
   2. Potential bidders are excluded if they are bankrupt or are being wound up, have stopped activities, are having their affairs administrated by the courts, have entered into an arrangement with creditors or similar measures, or if they are the subject of any proceeding of this kind. Potential bidders under the mentioned circumstances must abstain tendering. Bidders should be willing to cooperate by providing that the mentioned grounds for exclusion are not applicable in their case.
3. Opening of offers

Tenders will be opened by the tender committee and a representative of local authorities.

Any changes / reductions or modifications to tender prices made by bidders after submission won’t be taken into consideration during the analysis and evaluation of tenders.

* 1. After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the signing of the contract(s) by the Contracting Authority and the successful Bidder(s).

1. Secrecy of the procedure
   1. Information concerning checking, explanation, opinion, and comparison of tenders and recommendations concerning the award of contracts, may not be disclosed to Bidders or any other person not officially involved in the process until the name of the successful Bidder(s) is / are announced.
   2. **Any attempt by Bidder(s) to approach by any way any member of the evaluation committee/Contracting Authority directly or indirectly during the evaluation period will be considered legitimate grounds for disqualifying his tender.**
2. Clarification of tenders
   1. Tenders which are incomplete, conditional, illegible, and obscure or contain unrequested additions or other irregularities may be rejected.
   2. When checking and comparing tenders, the evaluation committee may, on its own discretion, ask a bidder to clarify any aspect of his tender.
   3. Such requests and the responses to them must be made by email. They may in no circumstances alter or try to change the price or contents if the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with clause 10.
3. Correction of errors
   1. Admissible tenders will be checked for arithmetical errors by the evaluation committee.

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 prevail.
* Where there is a discrepancy between prices with/without taxes. The unit price with taxes as quoted will prevail.
  1. The amount stated in the tender will be adjusted by the evaluation committee in the event of error, and the Bidder will be bound by that adjusted amount. If the Bidder does not accept the adjustment, his tender will be rejected. When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of clause 10.
  2. The completed Tender Documents shall be without alterations, additions or erasures, except those made to accord with instructions issued to bidders by the Contracting Authority during the tender period. Any other alteration, addition or erasure will be disregarded in the evaluation of tenders and will be deemed to have no effect.
  3. Any correction of errors made by the Bidder must be initialled by the person signing the tender.

1. Criteria for contract award
   1. Criteria of the application will be based on the experience of Bidder on similar volume of supply and market on the last three years, the financial abilities, and the consistency of the bid.
   2. Criteria and the notation of the offer will be based on:

* Preliminary Screening – Technical Evaluation – Sample Inspection (samples will be requested from the shortlisted bidders) – Financial Evaluation – Selection based on matching least price and Accepted Inspection line by line.
* Availability of items
* Quality of items adapted to project needs
* Delivery time frame
* Price of the tender items including the transportation from supplier warehouse to HI designated locations in Yemen
* Flexibility
* Reputation of the bidder
* Terms of payment
* Reference check from the current / previous clients & customers

1. Right of the contracting authority to accept or reject any tender
   1. The contracting authority reserves the right to accept or reject any tender and or to cancel the whole tender procedure and reject all tenders. The contracting authority reserves the right to initiate a new invitation to tender.
   2. In the event of a tender procedure’s cancellation, Bidders will be notified by the contracting authority.
   3. Cancellation may occur when:

* The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
* The economic or technical parameters of the project have been fundamentally altered,
* Lack of authorization by local authorities, exceptional circumstances or force majeure or render normal performance of the project impossible,
* All technically compliant tenders exceed the available financial resources,
* There have been irregularities in the procedures, in particular when these have been prevented fair competition.
  1. In no circumstances will the contracting authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the contracting authority has been advised of the possibility of damages. The publication of a procurement notice does not commit the contracting authority to implement the program or project announced.

1. Termination of the frame work contract:
   1. Termination for convenience:

Termination of the Frame work contract can be done at any time, without cause, by the Contracting Authority only by sending a written notice with proof of delivery to the Bidder, with a minimum of thirty (30) calendar days’ notice. In this case the Contracting Authority doesn’t have the right to demand the Bidder any money for the remaining period.

* 1. Termination for breach:

Each party has the right to terminate the framework contract without compensation in the event that the other party breaches any substantial term of the framework contract and fails to rectify the breach within thirty (30) days, after receiving written notice of such breach. The supplier's breach encompasses the failure to maintain the quality of services at a minimally acceptable level and within the specified timeframe. HI's breach includes the failure to make timely payments

* 1. Termination for Cause:

Considering HI’s core activities, some specific situations can force HI to stop its programs on very short notice. Such causes include:

- The kidnapping or the killing of any HI staff (local and expatriate).

- A threat or an attempt to undertake either of the above.

- General insecurity in Sana’a /Yemen preventing HI staff (local and expatriate) from undertaking their normal work activities or forcing the HI team to evacuate.

- In such cases, HI can decide at any time to leave the country paying the entire ongoing due payments as required, with a simple written notice.

- Also, HI's programs are primarily funded by donors. In the event that the donors who fund HI's programs decide to discontinue their funding, HI reserves the right to terminate the contract and cease the provision of services. In such cases, HI will fulfil its commitment by paying all due payments as required.

* 1. Termination for Force Majeure:

“Force majeure” means all events which are beyond the control of the parties of the frame work contract and which are unforeseen or foreseen unavoidable such as accident, earthquake, fire, flood, commotion, war, labour disputes, riots, civil war (declared or not), requirements or acts of any government or agency thereof, closure of the mission or end of the funding. No compensation can be claimed by the Bidder, and which prevent totally or in part the performance by any party.

The party encountering “Force Majeure” shall promptly inform the other party in writing and shall furnish appropriate proof of the occurrence and duration of “Force Majeure”. If such delay continues for a period exceeding one (1) month, then either party may terminate the Framework contract immediately without further notice. In this/her case, HI would pay all due payments as required.

1. Notification of award, contract clarifications
   1. Within a period of Ten (10) working days of the last day for submission of bids, the contracting authority will notify the successful Bidder(s) in writing and draw their attention to any arithmetical errors corrected during the evaluation process.
   2. This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the Bidder must prepare to reply. This clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of such clarifications will be set out in a memorandum of clarifications, to be signed by both parties and incorporated into the contract.
   3. This notification may take the form of an invitation to negotiate.
   4. The successful Bidder(s) will be informed in writing that their tenders have been accepted (notification of award).
   5. Handicap International has the right to visit the successful bidder(s) for each lot before finalizing the contract. This visit may include conducting technical inspections on samples before awarding or signing a contract with any supplier.
   6. The successful Bidder could be requested to provide samples by express mail for some or all items of the lot within seven (7) days after the award notification.
   7. Only the signed purchase order (PO) will constitute an official commitment on the part of the contracting authority.
   8. After the contracts have been signed the contracting authority will promptly notify the other Bidders either by email or through registered courier service that their tenders have not been successful.
2. Delivery Terms:

The delivery terms for this tender is DAP (Delivery At Place) Incoterm 2010, The supplier is responsible to bear all the cost and risks (including all duties and transportation and any other cost that might occurred) of the goods until it reaches to the destinations mentioned in Annex 1.

1. HI GOOD BUSINESS REGULATIONS:

**These Good Business Regulations are the ground for a professional working relationship between HI and the Bidders.**

**They are general regulations valid unless others particular conditions are mentioned in the contract**. **In case of conflicting terms within documents, the conditions of the contract or tender dossier will prevail on these Good Business Regulations.**

###### I - Principles of the procurement procedures

HI has transparent procedures to award markets. Essential principles are

* *Transparency* in the procurement process
* *Proportionality* between the procedures followed for awarding contracts and the value of the markets
* *Equal treatment* of potential Bidders

Usual criteria to select a Bidder are:

* Authorisation to perform the market
* Financial capacities
* Economic capacities
* Technical expertise
* Professional capacities

Usual criteria to award markets are:

* Automatic award (the cheapest offer complying with all requirements)
* Best value for money (price/quality ratio)

###### II - Misbehaviour, ineligibility and exclusion

**HI considers the following misbehaviour as a valid ground for a systematic exclusion of an awarding market procedure and for the termination of all working relationship and contracts:**

* **Fraud** defined as any intentional act or omission relating to:
  + The use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of HI or institutional donors' funds
  + Non-disclosure of information, with the same effect
  + The misapplication of such funds for purposes other than those for which they were originally granted
* **Active corruption**: to deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his/her duty in a way which damages or is likely to damage HI or institutional donors' financial interests
* **Collusion**: the co-ordination of firms’ competitive behaviour, with the likely result that prices rise, output is restricted, and the profits of the colluding companies are higher than they would otherwise be. Collusive behaviour does not always rely on the existence of explicit agreements between firms but can also be tacit.
* **Coercive practice:** harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process or affect the execution of a contract.
* **Bribery:** to offer HI employees monetary or in-kind gifts in order to gain additional markets or to continue a contract
* **Involvement in a criminal organisation** or any other **illegal activity** established by a judgement, by the US Government, the European Union, the United Nations or any donor funding HI.
* **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or sub-contractors

**HI will exclude from a procurement procedure any candidate or tenderer falling into one of the following cases:**

* To be **bankrupt** or to be wound up, to have affairs administered by the courts, to have enter into an arrangement with creditors, to have suspended business activities, to be the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations
* To have been **convicted of an offence** concerning professional conduct by a judgement that has the force of *res judicata*
* To have been **guilty of grave professional misconduct** proven by any means that HI can justify
* To have not fulfilled obligations relating to the payment of **social security contributions** or the **payment of taxes** in accordance with the legal provisions of the country in which they are established or with those of the country where HI mission is operating or those of the country where the contract is to be performed
* They have been the **subject of a judgement** for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests
* To have been declared to be in **serious breach of contract** for failure to comply with their contractual obligations in another previous procurement procedure.

HI will not award contracts to candidates or tenderers who, during the procurement procedure:

* Are subject to a conflict of interest
* Are guilty of misrepresentation in supplying the information required HI as a condition of participation in the contract procedure or fail to supply this/her information

###### III - Administrative and financial sanctions

In the event a Bidder, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices HI will impose:

* **Administrative sanctions:**

Administrative sanctions are the official notification of the misconduct to the relevant civil or commercial authorities and the immediate termination of all existing working relationships.

* **Financial sanctions:**

HI will request the reimbursement of the cost linked directly and directly to the conduct of a new tendering process or market award. If any, the tender or performance guarantee will be kept by HI.

###### IV - Information of the Donors

HI will inform immediately the Institutional Donors and will provide all the relevant information in the event a Bidder, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices.

###### V - Provision for institutional donors

The Bidders agree to guarantee a right of access to their financial and accounting documents to the representatives of HI’s institutional donors for the purposes of checks and audits.

###### VI - Documents to be a Bidder

Hereafter is the minimal documentation a Bidder working with HI will have to provide:

* Personnel national ID document of the Bidder/company representative
* Status and registration of the company
* Mission order or power of attorney authorising the representative to contact

**Important note:** Additional documentation may be required for a particular market.

In addition, the Bidder must have the capacity to issue invoices, receipts and waybills (or delivery notes), to provide a tax clearance certificate and certify documents with an official stamp

1. Late Bids
   1. Bidders will be held responsible for ensuring that their tenders are received in accordance with the instructions stated herein and a late tender will not be considered even if the delay is a result of circumstances beyond the bidder's control.
2. Currency and Payment
   1. Bidders should quote prices in Dollars (USD) only.
   2. As Handicap International may be tax-exempted in YEMEN, all prices have to be mentioned free of taxes and separately, all taxes included.
   3. All payments will be done in USD Dollars by cheque or bank transfer, at the discretion of the Contracting Authority. Bank transfer fees will be charged to the Bidder.
   4. Bidder must propose best payment conditions as possible.
3. Questions
   1. Should the Bidder have questions or should it have any doubt about the meaning of the Invitation for Tenders documents, it should refer them in writing by email to [hitenderyemen@yemen.hi.org](mailto:hitenderyemen@yemen.hi.org) by **Sept 30, 2024 not later than 16:00 HRS (Yemen Standard Time).**
   2. . All correspondence in connection with the tender is to be in English.
   3. Answers will be provided in an email by 2-Oct, 2024 **not later than 16:00 HRS (Yemen Standard Time).**
4. Signature of Bid
   1. The bidding document shall be signed by a person authorised to bind the Bidder to the Contract. Proof of authorisation shall be provided in the form of a power of attorney which shall accompany the tender. All pages containing an alteration shall be initialled by the person signing the tender.
5. Checking of tenders and their compliance with the requirements of the tender documents
   1. Before beginning a detailed analysis of the tenders, the evaluation committee will check that each tender:

* Had been properly signed, and
* Includes the required administrative document, and
* Substantially complies with the requirements of these tender documents.
  1. An admissible tender is one which conforms to the requirements and specifications described in the tender documents with no substantial deviations or reservations. Substantial deviations and reservations are those which:
* In any way influence the quality of the material, or
* Restrict the rights of the contracting authority or the obligations of the Bidder under the contract in a manner inconsistent with the tender documents, or
* Rectifications of which would unfairly affect the competitive position of the other Bidders presenting admissible tenders.
  1. If a tender does not comply with the requirements, it will be rejected by the evaluation committee when checking admissibility.