

01 July 2013

INVITATION TO BID: **ITB – 013- 016**

Procurement, installation and

delivery of Air Conditioners

CLOSING DATE AND TIME: 17 July 2013

23:59 p.m. CET

INTRODUCTION TO UNHCR

The Office of the United Nations High Commissioner for Refugees (UNHCR) 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 6,600 people in more than 120 countries continues to help about 38 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 its operations, please see http://www.unhcr.org.

1. GOODS INFORMATION

The United Nations High Commissioner for Refugees (UNHCR), Office in Greece, invites qualified suppliers and manufacturers to submit a firm offer for the supply and delivery of the following item(s):

Air Conditioners

Detailed specifications are contained in Annex A, hereto attached.

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

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

2. BIDDING INFORMATION

2.1 <u>ITB DOCUMENTS</u>

The following annexes form an integral part of this Invitation to Bid:

Annex A:	Technical Specifications of items
Annex B:	Model Technical Offer

Annex C:	Model Financial Offer
Annex D:	Vendor Registration Form
Annex E:	UNHCR General Conditions of Contracts for the Provision of
	Goods and Services (January 2010 version).

2.2 <u>ACKNOWLEDGMENT</u>

We would appreciate an acknowledgement that you have received this ITB by return email to: <u>GRC01ITB@unhcr.org</u>, advising whether you will consider submitting a bid.

2.3 <u>REQUESTS FOR CLARIFICATIONS</u>

Bidders are required to submit any request for clarifications in respect of this ITB by email to **GRC01ITB@unhcr.org**. The deadline for receipt of questions is 23:59 p.m. CET on **17 July 2013**.

Please note that bid submissions are NOT to be sent to an individual staff member's email account.

UNHCR plans to respond to questions shortly after the query closing date.

UNHCR may, at its discretion, copy any reply to a particular question to all other invited bidders at once.

2.4 <u>OFFER</u>

Your offer shall be prepared **in English.**

Please submit your offer using and adapting as required the model Annexes provided (Annex B and Annex C). 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 to the address provided in the "Submission of Bid" section (2.6) of this ITB.

Your offer shall comprise the following documents:

- 1) Technical offer
- 2) Financial offer

2.4.1 <u>Content of the TECHNICAL OFFER</u>

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

For <u>Technical specifications</u>, please refer to Annex A.

Your technical offer should clearly state whether or not the goods you are offering fully conform to the product specifications given in Annex A. Clearly state and disclose any differences with the specifications given.

The <u>following details</u> shall also be provided in the Technical Offer.

- Incoterms: The International Chamber of Commerce Incoterms 2010 shall apply

for this ITB and for any resulting purchase orders(s).

- Packing & Transportation Details:

The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the shipping instructions attached to the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods.

- Production/ Delivery Capacity:

The Contractor shall hand over or make available the goods, and UNHCR shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNHCR such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English or Greek language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNHCR in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNHCR.

2.4.2 <u>Content of the FINANCIAL OFFER</u>

Your separate financial offer must contain an overall offer in a single currency, in Euros.

<u>The following details</u> shall be provided for each item:

- Unit price per item requested
- Clear indication of VAT % and charges
- Defects, liability and guarantee period.

You are requested to hold your offer valid for 45 days from the deadline for submission. UNHCR will make its best effort to select a company within this period. UNHCR's standard payment terms are within 20 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**

2.5.1 <u>Supplier Registration:</u>

The qualified suppliers will be added to the Vendor Database after investigation of suitability based on the submitted Vendor Registration Form and supporting documents. The investigation 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:

- 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 <u>Technical and Financial evaluation:</u>

All bids from pre-qualified suppliers will be evaluated based on:

•Compliance with the established UNHCR specifications;

•Delivery capacity.

UN Global Compact and other factors: UNHCR supports the UN Global Compact Initiative put forward on 31 January 1999, by the 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 human rights, labor, the environment, and anticorruption. We encourage our suppliers to sign up with the UN Global Compact Initiative.

The evaluation and the determination as to the responsiveness and technical adequacy of the products and materials offered shall be the responsibility of UNHCR and shall be based on information furnished by the Bidder as identified in the submitted bid.

2.6 <u>SUBMISSION OF BID:</u>

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

Bids should be submitted <u>by e-mail</u> and all attachments should be in PDF format. (Copies of the PDF format documents may, as an addition, be included in Excel or other formats etc.). The Technical and Financial offers shall be clearly separated.

Bid must be sent by e-mail ONLY to: GRC01ITB@unhcr.org

Deadline: 17 July 2013, 23:59 p.m. CET.

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

Please be aware of the fact that the e-mail policy employed by UNHCR limits the size of attachments to a maximum of 5Mb so it may be necessary to send more than one e-mail for the whole submission.

Please indicate in e-mail subject field:

- Bid Number
- Name of your firm with the title of the attachment

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.

Bid Opening: The Financial offer will only be opened for evaluation if the supplier's technical part of the offer has passed the test and has been accepted by UNHCR as meeting the technical specifications.

2.7. <u>BID ACCEPTANCE</u>:

UNHCR reserves the right to accept the whole or part of your bid.

UNHCR may at its discretion increase or decrease the proposed content when awarding the contract and would not expect a significant variation of the rate submitted. Any such increase or decrease in the contract duration would be negotiated with the successful bidder as part of the finalization of the Purchase Orders for 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 firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract will be awarded to the bid considered most responsive to the needs, as well as conforming to UNHCR's general principles, including economy and efficiency.

2.8. <u>CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS</u>

Any Purchase Order (PO) issued as a result of this ITB will be made in the currency of the winning offer(s). Payment will be made in accordance to the General Conditions for the Purchase of Goods and Services, and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by the UNHCR business owner.

2.9 <u>UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE</u> <u>PROVISION OF GOODS & SERVICES, January 2010 edition.</u>

Please note that the General Conditions of Contracts (Annex E) 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.

