



**UNHCR**

United Nations High Commissioner for Refugees  
Haut Commissariat des Nations Unies pour les réfugiés

**DATE: 20/12/2016**

**INVITATION TO BID: No. ITB/UNHCR/PS/2016/GOODS/MI ITB/0819**

**FOR THE SUPPLY OF**

**TWO DRILLING MACHINES WITH ACCESSORIES AND TRAINING FOR THE  
DEMOCRATIC REPUBLIC OF CONGO**

**CLOSING DATE AND TIME: 31/01/2017 – 23:59 hrs CET**

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## **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 six decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 6,600 people in more than 110 countries continues to help about 34 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>.

## **1. REQUIREMENTS**

The Office of the United Nations High Commissioner for Refugees (UNHCR), UNHCR Budapest Global Service Center, invites qualified suppliers and manufacturers to make a firm offer for the supply of two Drilling Machines with Accessories and Training for DR Congo. (referred to hereinafter as "Goods").

### **IMPORTANT:**

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

The estimated requirement of UNHCR is for two (2) pieces of Drilling Machines with accessories and Training.

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.

### **IMPORTANT:**

When a Contract is awarded, either party can terminate the Contract only upon thirty (30) days' 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 and Services shall not be deemed to be a “cause” for or otherwise to be in itself a termination clause.

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

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
- Annex C: Financial Offer Form
- Annex D: Vendor Registration Form
- Annex E: UNHCR General Conditions of Contracts for the Provision of Goods and Services – 2010
- Annex F: Frequently Asked Questions (FAQs)

### **2.2 ACKNOWLEDGMENT**

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

- Your confirmation of receipt of this invitation to bid
- Whether or not you will be submitting a bid

#### **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 in respect of this ITB by e-mail to Kristof Horvath, Supply Associate at [horvath@unhcr.org](mailto:horvath@unhcr.org). **The deadline for receipt of questions is 23:59 hrs CET on 16/01/2017.**

#### **IMPORTANT:**

Please note that Bid Submissions are **not** to be sent to the e-mail address above.

UNHCR will reply to the questions received as soon as possible by means of publication on its website or by email to all invited bidders.

### **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 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 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**. As part of your technical offer, please complete **Annex B** – the Technical Offer form as well. 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.

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

**Packing and container utilization details:** The technical offer shall clearly indicate the packing and transport options (e.g. weight, volume, etc.) in compliance with the packing and transport requirements part of **Annex B** to this ITB. (These are minimum packaging requirements, however suppliers are encouraged to propose alternative options for better container utilization).

**Delivery Lead time:** The bidder shall state the delivery lead time as per the Incoterm requested

**Shelf life and usable lifespan:** The bidder shall clearly state the recommended shelf life of the product, as well as the usable lifespan, i.e. the recommended usage period.

**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.

**Batch and Supplier Identification Marks:** The successful bidders will be expected to a fix non-removable and permanent marking on each individual item clearly identifying the production batch and the supplier. Your technical offer should contain the details on how you would implement such markings (as indicated in the technical specifications of the products found in Annex B).

**Place of Inspection:** The bidder shall state the place of inspection.

**Country of Origin of the Supplier and place of Manufacture:**

The technical offer shall state the country in which the supplier is registered as well as the country and place of manufacture of the products.

**Warranty:** The bid shall include defects and liability period with terms of warranty.

**Certificate:** If available, the bidder shall submit a copy of internationally recognized quality certificate of the manufacturing company together with a copy of quality certificate for the finished product.

**Vendor Registration Form:** If your company is not already registered with UNHCR, you should complete, sign and submit with your technical proposal the Vendor Registration Form (**Annex D**). **If your company is already registered with UNHCR, please submit an empty Vendor Registration Form clearly indicating your UNHCR Vendor ID.**

**UNHCR General Conditions for Provision of Goods:** Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Goods by signing **Annex E**. **However, please note that submitting an offer is deemed as full acceptance of UNHCR's General Conditions for Provision of Goods and Services.**

**Alternative Products:** If you have an alternative product(s) that fulfill the same function or offer better performance in terms of quality, cost-effectiveness, environmental impact, etc., we would like to ask you to include them in your offer in addition to the offer for items specified in Annex A. Please note, that if these alternative products are deemed as viable alternative to the existing product pending an evaluation from our technical experts, we will be issuing a separate tender notice for purposes of establishing agreements for those.

**A supplier visit may be required to complement the narrative of the technical evaluation.**

**IMPORTANT:**

If you have alternative product to offer, please clearly indicate the advantages over the standard items (**Annex A**). Do not send only an offer for an alternative product, i.e. these should be sent in addition to an offer for the standard items requested. Do not send any samples of the products at this stage.

**2.4.2 Content of the FINANCIAL OFFER**

Your separate **Financial offer** must contain an overall offer in a single currency, either in US Dollars, Euros or in the currency of your company's country.

**IMPORTANT:**

Please carefully consider the pricing model applicable to this invitation tender.

The prices offered should remain valid for at least **90 days**.

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

The following details shall be provided for each item:

**Unit costs:** The price has to be **All Inclusive**. The bidder shall quote the unit price in FCA naming the location. The unit cost shall be provided for the supply of product in bulk as well as palletized. Any quantity or other discounts (e.g. volume discounts) shall be clearly indicated. The price has to contain the cost of training (as described in Annex A).

UNHCR is exempt from all direct taxes and customs duties. With this regards, price has to be given without VAT.

You are requested to hold your offer valid for **90 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 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. Any activity undertaken or expenses incurred in preparation of a contract before an actual contract is signed shall be borne by the Bidder. An advance notice or information of award is not to be considered as a contract.

UNHCR will not provide any advance payments or payments by letter of credit. The standard payment terms are by bank transfer net thirty (30) days after acceptance of contractor's invoice and delivery of the goods to the and/or acceptance by UNHCR of the services.

## **2.5 BID EVALUATION:**

Each proposal from a Bidder will be considered separately and independently. Bidders shall submit a complete proposal for each solicitation in which they wish to participate. References to previous or on-going proposals will be not considered. Award of a previous contract with UNHCR will not be considered in itself as a preference or guarantee for the award of future solicitations on the same subject.

### **2.5.1 Supplier Registration:**

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:

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

Failure to provide the abovementioned documentation, might lead to disqualification.

### **2.5.2 Technical evaluation:**

The technical component of the submission will be evaluated based on compliance with the established UNHCR specifications using a PASS/FAIL methodology.

### **2.5.3 Financial evaluation:**

The financial component will be analyzed only for those suppliers that pass the technical evaluation.

All bids from technically-compliant suppliers will be evaluated based on:

- The all-inclusive FCA price (palletized) containing the cost of all equipment and accessories and the training.
- Lead time for delivery

For evaluation purposes only, the offers submitted in currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the date the submissions are due.

**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.

## 2.6 **SUBMISSION OF BID:**

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

Bids should be submitted by e-mail 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: [\[HQsmsbid@unhcr.org\]](mailto:HQsmsbid@unhcr.org)**

Or, hand-delivered contained in an outer envelope clearly indicating the project title, project number and address below:

**IMPORTANT:**

The technical offer and financial offer are to be sent in separate documents. Failure to do so may result in disqualification.

**Deadline: 31/01/2017 – 23:59 hrs 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.

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 **5 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 ITB UNHCR/PS/2016/GOODS/MI ITB/0819
- Name of your firm with the title of the attachment
- Number of e-mails that are sent (example: 1/3, 2/3, 3/4).
- Addition to which part is the attachment refers (Technical or Financial). Technical and Financial offers are to be sent in separate emails

**For example:**

**ITB/2016/0123, Company ABC, Technical, (email 1 of 3)**

**ITB/2016/0123, Company ABC, Financial, (email 1 of 1)**

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.

**IMPORTANT:**

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 BID ACCEPTANCE:**

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

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

**2.9 UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES**

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.



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