



UNHCR

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

DATE: 21/09/2017

INVITATION TO BID: No. ITB/2017/869

**FOR THE ESTABLISHMENT
OF FRAME AGREEMENT(S) FOR THE SUPPLY OF**

SOLAR-POWERED LIGHTS

**CLOSING DATE AND TIME:
31/01/2018 – 23:59 hrs 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 six decades, the agency has helped tens of millions of people restart their lives. Today, a staff of over 10,800 people in more than 128 countries continues to help some 65.3 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), Global Service Center, Budapest, invites qualified, shortlisted suppliers to make a firm offer for the establishment of Frame Agreement(s) for the supply of Solar-powered Lights (referred to hereinafter as "goods" or "items").

IMPORTANT:

Technical specifications of the item are detailed in **Annex B** of this document.

UNHCR may award Frame Agreement(s) with initial duration of 3 (three) years, potentially extendable for two periods of additional one year each, for supplying its operations globally. The successful bidders will be requested to maintain their quoted price for the duration of the Frame Agreement(s).

Solely for information purposes to assist bidders in the preparation of proposals, the estimated annual requirement of UNHCR for the goods is 500,000 units per annum. 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 against the Frame Agreement.

United Nations Specialized Agencies, other Funds and Programs may benefit from the same prices and terms as those contained in the Frame Agreements entered with the successful bidders. At the

request of UNHCR or such other UN entities, successful bidder(s) may allow participation of other UN entities in the agreement(s) signed with UNHCR or may enter into separate Frame Agreement(s) under the same terms and conditions with other UN Agencies.

IMPORTANT:

The initiation of conciliation or arbitral proceedings in accordance with **article 19** “settlement of disputes” of the UNHCR General Conditions of Contract for provision of Goods and Services shall not be deemed to be a “cause” for termination 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 elimination from the evaluation process.

QUALITY CONTROL THROUGHOUT THE FRAME AGREEMENT:

UNHCR will carry out quality control in order to verify compliance of the items delivered under the frame agreement with the technical specifications outlined in **Annex B**, including specific selected criteria for laboratory testing of products or items selected by UNHCR from samples selected during production, upon departure, loading, unloading, at final destinations or from any storage or distribution location. The cost of the 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 any further required testing.

Therefore suppliers and manufacturers are requested to ensure that the quality of dispatched items shall fully comply with UNHCR technical specifications and requirements as outlined in **Annex B**.

In cases of quality discrepancies of products with the technical specifications outlined in **Annex B**, the additional laboratory costs (and other related costs, for instance shipment and handling of samples) will be charged to the supplier.

Note also that for all product deliveries by contracted suppliers, the suppliers will be requested to provide their respective in-house quality certificates, attesting to conformity of delivered products with technical specifications.

Sub-Contracting: Suppliers are requested to take careful note of article 4 of the attached General Terms and Conditions (**Annex G**).

Note: this document is not to be 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: Calendar of activities
- Annex B: UNHCR Technical Specifications
- Annex C: Checklist for Technical Offer
- Annex D: Financial Offer Form
- Annex E: UNHCR Vendor Registration Form
- Annex F: Testing Standards for Portable Solar Lamps
- Annex G: UNHCR General Conditions of Contract for the Provision of Goods and Services (January 2010)
- Annex H: UN Supplier code of conduct (September 2013)

2.2. ACKNOWLEDGMENT

We would appreciate your informing us of the receipt of this ITB by return e-mail no later than **10/10/2017** to omaryt@unhcr.org with a copy to retyi@unhcr.org as to:

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

IMPORTANT:

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

2.3. REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification in respect of this ITB by e-mail to HQQuery@unhcr.org with a copy to Tawab Omary, Senior Supply Associate at omaryt@unhcr.org.

The deadline for receipt of questions is:

10/11/2017 – 23:59 hrs CET

Bidders are requested to keep all questions as concise as possible.

IMPORTANT:

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

UNHCR will compile the questions received. UNHCR may, at its discretion, at once copy any particular question and its reply to all other invited bidders AND/OR post these on the UNHCR website.

2.4. YOUR OFFER

Your offer shall be prepared in English language.

Please submit your offer using the Annexes provided. Offers not conforming to the requested formats may not be 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 6 of this ITB.

Your offer shall comprise the following two sets of documents:

- Technical offer
- Financial offer

3. TECHNICAL OFFER AND INFORMATION

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 product(s) requested by UNHCR can be found in **Annex B**.

Your technical offer should clearly state whether goods you are offering conform to the UNHCR item's technical specifications and requirements.

3.1 Qualification and acceptance of product samples

Technical compliance of the product with the specifications outlined in **Annex B** will be assessed by verifying adherence of the product offered with the quality standards set out in **Annex F**. This can be demonstrated through the submission of:

a) A valid product certificate from Lighting Global,

or

A valid product certificate from any other recognized International Certification Body where the product has been tested at equivalent technical standards than the ones mentioned in **Annex F**,

or in absence of a product certificate as requested above,

through the submission of a successful laboratory test report in accordance with the testing standards as specified in **Annex F**.

3.1.1 Visual Inspection & evaluation

Bidders are requested to send 3 (three) samples of each solar-powered lights for visual inspection to UNHCR, at the bidder's cost, to the following address **before the bid deadline:**

OSTS, UNHCR, 94 rue de Montbrillant, Geneve, 1202, Switzerland
Attn: Mr. Paul McCallion
Tel: +41 22 739 8111

Please note that if a manufacturer submits samples on behalf of a bidder, the samples should be clearly marked indicating the company name of the participating bidder in the tender.

These samples shall be physically inspected and evaluated for compliance with the technical specifications outlined in **Annex B**.

Upon request, UNHCR will make such samples available for return shipment, arranged by and at the bidder's own cost, after closing the tender procedure and awarding of contract(s).

3.1.2 Sample Reference throughout the Frame Agreement

Upon conclusion of the tender procedure, awarded suppliers will receive a Purchase Order for a limited number of samples that will be the reference samples for the Frame Agreement to be shared with UNHCR's Inspection Company, UNHCR warehouses and field operations,

serving as a reference to ensure quality consistency throughout the duration of the Frame Agreement.

3.2 Further content of the Technical Offer

3.2.1 Company overview: Bidders shall provide details about their company (Number of staff, departments, locations...), provide copy of audited financial reports for the last 3 (three) years and copy of quality assurance certificate (ISO), provide details about global distribution points, after sales service facilities and product training capacities.

3.2.2 Past experience: Bidders shall outline their past experience providing similar relief items, in particular as applicable with other UN agencies and other humanitarian organizations. Please provide the number of years of experience with those organizations. This experience should correspond to the place of manufacturing of the provided good.

3.2.3 References

Please provide at least three references for your current business for providing similar item(s). For each reference, please provide the following information:

- Name and address of client (organization)
- Period of contractual activity (start and end dates)
- Reference name, title and contact details (tel., email)

3.2.4 Bidders must provide a Certificate of Origin of the product, indicating the factory(ies). The Certificate of Origin must be provided for a) samples delivered for visual inspection under this ITB b) samples delivered as reference samples for UNHCR warehouse(s) or distribution points (see para. 3.1.2 above) and c) products delivered under regular purchase orders.

3.2.5 Quality Management System

A) Bidders are required to submit information about the respective Quality Management System (e.g. ISO) for the factory in which the product(s) is/are manufactured, including quality manual, quality policy and information describing the actual quality control processes applied for the manufacturing of the products. If a bidder is a trader, bidder shall submit the above information regarding each factory.

B) Please outline the quality assurance mechanism in place at the factory location where the product(s) is/are manufactured to ensure product(s) is/are consistent with the technical specifications (**Annex B**).

3.2.6 Packing, container utilization and palletization details: The technical offer shall clearly indicate the packing and transport options (e.g. quantity, weight, volume, etc.).

For palletization, suppliers shall use UNHCR sized wooden or plywood pallets, W x L x H = 770 x 1150 x 144 mm. No overhang and maximum height of the packed pallet: 115 cm. For wooden pallets fumigation certificate is required (Fumigated as per IPSM 15 standard).

The UNHCR pallets optimize container space usage.

The products should be designed with minimum packaging volume and lowest weight. Effective solutions for packing and palletizing are preferred by UNHCR. The number of products per pallet and container shall be detailed in the submission.

The offered products and packaging shall be branded with UNHCR Logo as per the UNHCR Brand Book available on : <https://data2.unhcr.org/fr/documents/download/54862>

3.2.7 Environmental considerations: Bidders are required to submit a copy of the company environmental policy and indicate if any recycling strategy is in place for its products.

3.2.8 Production Capacity: The bidder shall state the annual production capacity of the factory(ies) and that can be allocated to UNHCR. In case of suppliers who have already been awarded Frame Agreements in previous or current opportunities by UNHCR, please indicate for information purposes only the share of UNHCR in your overall business.

3.2.9 Delivery Capacity: The bidder shall state the mobilization time, ex-stock quantity and quantities available after two, four, six and eight weeks or more (please specify) of production lead time the product.

3.2.10 Production Planning: For its production planning, the supplier will take into account six month forecasts which UNHCR intends to communicate about two weeks before the end of each calendar quarter for the subsequent two quarters. Forecasts shall be provided by UNHCR without obligation or liability vis-a-vis the supplier for any costs incurred by the supplier.

3.2.11 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.

3.2.12 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 re-inspection charges resulting from the supplier's non-conformities will be charged directly to the supplier. Possible required return transport of items shall be arranged and paid by the supplier.

3.2.13 Place of Inspection: The bidder shall state the preferred place of inspection for the product(s).

3.2.14 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/countries and place(s) (street address(es)) of manufacture of the product. If applicable, also the specific production line(s) for the product shall be indicated (legal name of place of Manufacturing), in particular if the lines are of differing quality/sophistication levels (e.g. for export or domestic production).

Bidders shall submit copy of registration documents of the factory(ies) in which the product or part of the product are manufactured.

Bidders submitting offers which are not manufactured within their company or corporation (i.e. wholesalers, distributors or traders) must provide a written and signed assurance by the manufacturer(s) that it/they will make sufficient production capacity available to the bidder to cover the production capacity indicated by the bidder in its offer for the product, covering the initial two year period of the Frame Agreement. In case of extension of the Frame Agreement, such written assurance(s) would need to be renewed as well.

3.2.15 Warranty/Guarantee: The bid shall include the defects and liability period (minimum period 2 years) with terms of warranty/guarantee.

3.2.16 Ethical Purchasing: UNHCR underlines full applicability of articles 26, 27, 28 and 29 of the General Terms and Conditions concerning working conditions. In addition, UNHCR requires compliance with UN Global Compact principles referred to in point 5.2.3 may verify the situation in the supplier's premises at any time. Inconsistency with these articles may

lead to contractual remedies such as a warning linked to a period for improvement, suspension or termination of the Agreement, depending on the gravity of findings.

3.2.17 Stakeholder Meetings: Successful suppliers will be expected to participate, at their own expense and with at least one representative, in annual or semi-annual Stakeholder Meetings involving UNHCR, the Quality Control Agent(s), the Freight forwarder(s) and other supply chain partners. Venues will alternate between e.g. Budapest, Dubai, and geographic centres of most suppliers.

3.2.18 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 E**).

3.2.19 UNHCR General Conditions of Contract for Provision of Goods and Services: Your technical offer must contain an acknowledgement of your acceptance of the UNHCR General Conditions of Contract for Provision of Goods and Services.

4 **CONTENT OF THE FINANCIAL OFFER**

4.1 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.

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

[IMPORTANT:

Please carefully consider the pricing model applicable to this ITB.

The following details shall be provided for goods:

Unit costs: Using the Financial Offer Form, the bidder shall quote the unit price in EXW, FCA and FOB, naming the locations respectively. 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.

Price shall be given without VAT.

You are requested to hold your offer valid for 180 days from the deadline for submission. UNHCR will make its best effort to select a company(ies) within this period. The pricing 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 of the goods 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.

4.2 Incoterms: Incoterms mentioned in this ITB refer to The International Chamber of Commerce Incoterms 2010. The Incoterms shall apply to this ITB and any resulting purchase orders(s).

5. BID EVALUATION:

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:

- Company profile and organization
- Company registration, extract from trade register
- Company license
- Financial standing
- Declaration on legal and commercial capacity to enter the contract
- Staffing (number, structure/levels)
- Core business
- Track record
- Experience working with public sector institutions
- Quality Management System in place
- Corporate Social Responsibility

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

- Random / periodic quality control of the supplier's products
- Timely delivery
- Dependability of products and services
- Responsiveness, ability to respond quickly to Agency's needs
- Timely and appropriate communication
- Corporate Social Responsibility
- Quality Management System

5.2 Technical and Financial evaluation:

5.2.1 All bids will be evaluated based on:

- Compliance with the established UNHCR requirements and technical specifications
- Unit cost FCA sea/dry port, (non-palletized, containerized)

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.

5.2.2 Overall evaluation:

Bids will be evaluated and awarded based on the technically qualified and lowest priced offer (unit cost FCA sea/dry port, non-palletized, containerized).

5.2.3 Prior to award of Frame Agreement(s) or during the term of Frame Agreement(s), UNHCR or its authorised representative(s) may conduct factory inspections for designated awards and their offered product. During the inspection visits, information provided in response to this ITB shall be confirmed. In addition, the following aspects shall be checked:

- Quality Management system, Quality Policy, Quality Assurance and Quality Control as implemented in practice
- Working conditions; respect for the Convention on the Rights of the Child; social standards as defined by ILO, SA8000, UN Supplier's Code of Conduct (**Annex H**) and UN Global Compact: Human rights, labour, environmental conditions

Technical condition of production facilities, age of equipment, raw material, intermediate and finished product storage facilities, internal carriage, delivery and dispatch areas

Corporate Social Responsibility: UNHCR will verify that factories comply with international Corporate Social Responsibility standards (social standards) and particularly with standards defined in UN Global Compact (as per link below).

<http://www.unglobalcompact.org/abouttheGc/TheTenprinciples/index.html>

UNHCR invites suppliers to become members of UN Global Compact.

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 the human rights, labour, environment and anti-corruption.

6. SUBMISSION OF BID:

The bids 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.

Bids must be sent by e-mail ONLY to: HQSMSBID@unhcr.org

IMPORTANT:

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

Deadline:

31/01/2018 – 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 the e-mail subject field:

- **Bid ITB/2017/869**
- Name of your company with the title of the attachment
- Number of e-mails that are sent (example: 1/3, 2/3, 3/3).

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 offer has passed the technical evaluation and has been accepted by UNHCR as meeting the technical specifications.

For **sample submission** for visual inspection, please refer to point no. 3.1.1 above.

7. BID ACCEPTANCE:

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

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.

Contract(s) will be awarded to bid(s) considered most responsive to the needs, as well as conforming to UNHCR's general principles, including economy and efficiency and best value for money. Please note that UNHCR is generally not bound to select any of the firms submitting bids and that any UNHCR contract award is subject to the best interests of the Organization.

8. CHANGES TO OR CANCELLATION OF ITB

UNHCR reserves the right in its discretion in compliance with its rules and regulations to increase or decrease the projected quantity volume indicated hereunder when awarding the contract and would not expect a significant variation of the prices submitted as a consequence of such changes. Any such change will be defined with the successful bidder(s) as part of the finalization of the Frame Agreement(s).

UNHCR reserves the right in its discretion to cancel this ITB or to not select any of the bidders for award(s).

9. 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). Such PO shall be in accordance with the terms of the Frame Agreement and shall identify the products, quantities, delivery lead times, packaging and marking requirements as well as other applicable requirements and/or terms and conditions. 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 the UNHCR business owner.

10. UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

Please note that the General Conditions of Contract (**Annex G**) 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.



Fabrizio Bertora

Chief, HQ Procurement
Procurement Service (PS)
UNHCR Global Service Center