

DATE: 27/04/2018

INVITATION TO BID: No. ITB/2017/876

FOR THE ESTABLISHMENT OF FRAME AGREEMENTS FOR THE SUPPLY OF SELF-STANDING FAMILY TENT

Bid Submission deadline

Date change

The deadline for the submission of the bids has been extended further.

New closing date and time 30/11/2018 - 23:59 hrs CET

Fabrizio Bertora

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



Supplier Conference ITB/2017/876 Self-standing family tent

The United Nations High Commissioner for Refugees (UNHCR), Procurement Service, will be holding a Supplier Conference in regard to the Invitation to Bid (ITB/2017/876) issued in June 2017 for the establishment of the Frame Agreements for the supply of Self-standing family tent.

The Conference will be held on Wednesday, 30th August 2017 at the:

John Knox Centre

27, chemin des Crêts de Pregny 1218 Grand-Saconnex Geneva, Switzerland

(https://www.johnknox.ch/en/)

The purpose of the Conference is to discuss and clarify details of the requirements of the Invitation to Bid with all participating bidders.

Bidders who are interested to participate in the Supplier Conference are kindly requested to confirm their participation by providing the following details no later than **10th August 2017** to Viktoria Retyi at retyi@unhcr.org and copy Tawab Omary at <u>omaryt@unhcr.org</u>:

Company name No. of participant(s) (max. two participants from each company) Name and title of participant(s)

An agenda for the Supplier Conference will be shared with all those bidders who have confirmed their participation prior to the Conference.

UNHCR will compile all the questions and clarifications provided during the Supplier Conference and will post the document on the UNGM and UNHCR websites.

Fabrizio Bertora

Chief, HQ Procurement Procurement Service (PS) UNHCR Budapest



DATE: 20/06/2017

INVITATION TO BID: No. ITB/2017/876

FOR THE ESTABLISHMENT OF FRAME AGREEMENTS FOR THE SUPPLY OF

SELF-STANDING FAMILY TENT

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 <u>http://www.unhcr.org</u>.

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 Self-standing family tent (referred to hereinafter as "goods" or "item").

IMPORTANT:

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

UNHCR may award Frame Agreement(s) with initial duration of 2 (two) years, potentially extendable for up to 3 (three) further periods of 1 (one) year each, for supplying its operations globally. The successful bidders will be requested to maintain their quoted price model 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 listed in **Annex C**. 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 bidders may allow participation of other UN entities in the agreements signed with UNHCR or may enter into separate Frame Agreements under the same terms and conditions with other UN Agencies.

IMPORTANT:

The initiation of conciliation or arbitral proceedings in accordance with **article 18** "settlement of disputes" of the UNHCR General Conditions of Contract for provision of Goods 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 random and/or systematic quality inspections, including specific selected criteria for laboratory testing and/or visual inspections of product or item selected by UNHCR or by an independent surveyor appointed 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 quality control inspections and laboratory tests will be covered by UNHCR. Quality Control (QC) inspections shall be conducted with regard to item's technical specifications and Acceptable Quality Level (AQL)

Note that UNHCR will be implementing quality control centers in different UNHCR warehouses and at delivery destinations.

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 item shall fully comply with UNHCR technical specifications and requirements.

In cases of quality discrepancies of product, in addition to applicable compensation clauses as may be defined in the respective AQLs, the additional inspection and laboratory costs 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 product with technical specifications.

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

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: Quantity estimate and stock requirements
- Annex D: Technical Offer Form

- Annex E: Financial Offer Form
- Annex F: UNHCR General Conditions of Contract for the Provision of Goods (2010)
- Annex G: Supplier Code of Conduct (September 2013)
- Annex H: Vendor Registration Form
- Annex I: Sample Word Picture File
- Annex J: Frequently Asked Questions (FAQs)

2.2. ACKNOWLEDGMENT

We would appreciate your informing us of the receipt of this ITB by return e-mail no later than 07/07/2017 to **omaryt@unhcr.org** with a copy to **molnarta@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 and Tamas Molnar, Senior Supply Assistant at molnarta@unhcr.org.

The deadline for receipt of questions is:

30/07/2017 - 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 OR will respond to the questions at a supplier conference. After such supplier conference, a Questions & Answers document will be prepared and posted on the UNHCR website.

The supplier conference is tentatively scheduled for a day in the week of 33 (14-18/08/2017) and to be held in Geneva. A respective invitation will be sent to bidders having confirmed to UNHCR their intention to submit a bid.

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.

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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 requested by UNHCR can be found in Annex B.

Using the Technical Offer Form provided, 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 acceptability of the product will be assessed through a) laboratory testing and b) visual/tactile inspection as indicated below.

3.1.1 Laboratory Testing

The bidder should obtain a certificate from the laboratory indicated below, confirming that the product offered meet the technical specifications and are in compliance with the standards and testing criteria stated in **Annex B** "Technical Specifications".

For this purpose, the bidder should send two (2) samples to the respective laboratory given in below table, for laboratory test inspections.

IMPORTANT: Please note that for the item sample to be qualified / accepted, the test results must meet ALL the established requirements / specifications (i.e. all parameters) on the <u>same</u> sample.

In case the first submitted samples do not pass the laboratory test, suppliers may send new complete samples for re-testing, provided that the final laboratory test results is available prior to the bid closing date.

List of approved laboratories:

Item	Laboratory
	IFTH - Institut Francais du Textile et de l'Habillement
Self-standing Family tent	Mr. Antoine Leu
	25 rue Alfred Werner – BP72076 – 68059 MULHOUSE
	CEDEX 2
	Tel : +33(0)3 89 42 99 23 Portable : +33(0)6 20 27 79 67
	Fax : +33(0)3 89 42 91 15
	email : <u>aleu@ifth.org</u>
	or
	Centexbel
	Mr. Daniel Verstraete
	Technologiepark 7 BE-9052 ZWIJNAARDE
	Phone +32 9 243 82 15 Mobile +32 473 711 592 Fax
	+32 9 220 49 55 www.centexbel.be
	Email: daniel.verstraete@centexbel.be

The cost of the laboratory inspection and testing of samples shall be covered by bidders and your offer should contain a confirmation of the date that the laboratory tests were initiated and the laboratory report itself.

Bidders are advised to initiate the qualification process for product samples with the above indicated laboratory as early as possible in order to avoid bottlenecks and facilitate processes at the laboratory.

Bidders are requested to authorize the laboratory to directly send a copy of the laboratory certificate to UNHCR to the following mailbox with the subject line:

To: HQSMSBID@unhcr.org

Subject line: (Laboratory testing certificate for self-standing family tents_company name).

Samples shall be submitted without brand name and/or company logo on them.

Failure to timely provide the requested certificate(s) in the Technical offer will result in rejection of the offer.

3.1.2. Visual Inspection

Upon satisfactory laboratory certificate, Bidders are requested to send two (2) samples of the product for visual/tactile inspection to UNHCR, at the bidder's cost (DDP incoterms), to the following address, **before the bid closing date**:

UNHCR Central Emergency Stockpile (CES) Showroom J15 Phase 2 Warehouses Dubai Industrial City (Off Emirates Rd, next to DWC/Maktoum Int'l Airport) International Humanitarian City Attn: Soliman Daud P.O. Box 506013 Dubai, United Arab Emirates Tel. +971 4 447 55 10 Fax +971 4 368 10 06

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).

3.1.3 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 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 goods.

3.2.2 References

Please indicate at least three references for your current business for providing similar relief items. For each reference, please provide the following information:

- Name and address of client (organization) and type of project
- Period of contractual activity (start and end dates)
- Reference name, title and contact details (tel., email)
- Supplier performance evaluation: Suppliers should also submit a performance report signed by the representative of each client/organization. The report should cover the past three years, indicating the client's/organization's annual sales, period of assessment, value of contract and overall performance of the bidder.

3.2.3 Bidders must provide a Certificate of Origin of the product, indicating the factory. The Certificate of Origin must be provided for a) samples delivered for laboratory testing and visual inspection under this ITB b) samples delivered as reference samples for UNHCR warehouse(s) or distribution points (see para. 3.1.3 above) and c) product delivered under regular purchase orders.

3.2.4 Bidders must provide the following 28 digital color pictures of the respective factory. In case of several factories for the item, the full set of pictures must be provided for each factory.

Please note that pictures are required for information purposes only and assurance of factory(ies) identification. Factory(ies) will not be assessed on the basis of the pictures.

Picture Sub-set #	Picture object(s)	Number of pictures to be submitted	
1.	External pictures of the factory buildings	3	
2.	Pictures of the production lines and main equipment (while in operation) to manufacture the goods	4	
3.	Pictures of quality control equipment used during reception, production or final quality control	3	
4.	Pictures of laboratory facilities and equipment or written proof and specification of the usage of external laboratory services	3	

5.	Pictures of packing and loading equipment and areas	2
6.	Pictures of logistics equipment used for handling cargo and any other related facilities	3 5
7.	Pictures of social and common areas, including restaurant/cafeteria, recreation room, restroom facilities, etc.	
8.	Pictures of health and safety facilities	3
9.	Pictures of management facilities	2
	Total no. of pictures	28

The above set of pictures is a minimum. Bidders are welcome to provide any other relevant pictures of interest.

Please insert pictures in a Word file (4 pictures per A4 page) as per Annex I.

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 is manufactured, including quality manual, quality policy and information describing the actual quality control processes applied for the manufacturing of the product. If a bidder is a trader, bidder shall submit the above information regarding the factory.

B) Please outline the quality assurance mechanism in place at the factory location where the product is manufactured to ensure that the product is 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.) in compliance with the packing and transport requirements part of **Annex D** to this ITB.

For palletization, suppliers shall use UNHCR sized wooden pallets, $W \times L \times H = 770 \times 1150 \times 144 \text{ mm}$. Maximum height of the packed pallet: 115 cm. For wooden pallets, fumigation certificate is required as per the IPSM 15 standard. The UNHCR pallets optimize container space usage.

Packaging requirements are minimum requirements. However, suppliers are encouraged to propose alternative options for e.g. even more improved container utilization.

3.2.7 Production Capacity: The bidder shall state the overall annual production capacity of the factories and how much of that production capacity will be allocated to UNHCR.

3.2.8 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.

3.2.9 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.

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3.2.10 Stock Requirements (see Annex C for additional details):

"White Stock" - Successful bidders will be expected to maintain a dedicated stock in the quantity listed in Annex C at their premises at no additional cost and without prior commitment from UNHCR, which can be used for rapid deployment to address urgent needs of UNHCR operations worldwide. Upon expiration of the Frame Agreement, UNHCR commits to purchase unused quantity remaining as White Stock with the Frame Agreement holder.

Administration of the stocks is the responsibility of the supplier and should be based on the First In First Out (FIFO) principle and considering rotation of products out of the stockpile for purchase orders placed against fresh production, as and when necessary.

Consignment Stock – From time to time, at UNHCR's discretion suppliers may be requested to hold stock for UNHCR pursuant to purchase orders placed by UNHCR. Such Stock, held at the suppliers' premises, would be awaiting assignment by UNHCR for delivery. The maximum quantity level is given in **Annex C**.

"Set Aside Stock" – (Optional information for inclusion in the Technical Offer – will not be evaluated) This is stock held voluntarily by the supplier, at its own business risk, in expectancy of UNHCR orders.

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. Minimum shelf life and usable life span are to be entered in **Annex D**.

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 each product.

3.2.14 Batch and Supplier Identification Marks: The succesfull bidders will be expected to affix 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 product found in **Annex B**).

3.2.15 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 registration documents of the factory(ies) in which the product or part of the product is 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) of how much production capacity is 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.

In the event that not all key manufacturing processes of the product is performed in the same factory and that key parts of the product are manufactured in other factories (also via subcontracting), complete information of these other factories shall be provided.

3.2.16 Warranty/Guarantee: The bid shall include the defects and liability period (minimum periods as per table below) with terms of warranty/guarantee. The warranty/guarantee should be valid from the date of goods being distributed.

Item	Minimum warranty period (years)	
Self-standing Family Tent	2	

3.2.17 Ethical Purchasing: UNHCR underlines full applicability of articles 25, 26, 27 and 28 of the General Terms and Conditions concerning working conditions. In addition, UNHCR requirement of 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.

3.2.18 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.

3.2.19 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 H**).

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

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 E). Bids that have a different price representation may not be accepted.

[IMPORTANT:

Please carefully consider the pricing model applicable to this ITB.

Pricing structure: With regard to the financial offer, UNHCR will apply a pricing model which will take into account the effects of the raw material prices. To this effect, the product price offered should have two components:

- a) Flexible price component which should be quoted as an open market indicator (Stock Market Indicator);
- b) Fixed price component which should be quoted as a fixed price in currency of your choice.

The total unit price offered will be a composite (sum) of the two components.

a) Flexible price component: The flexible price component should reflect the stock market indicator of up to 3 major raw material(s) used in the production of the goods you are offering. Your financial offer must clearly indicate the index used, the stock market or source of the index used and units (e.g. US\$ per ton). At the same time, you must clearly indicate the quantification (e.g. weight) of the raw material used in production of single unit of the goods, enabling UNHCR to follow calculation of the unit price.

IMPORTANT:

In submitting the flexible price component, you must use indices that are clear and accessible for independent review and publicly available. Otherwise your offer may be eliminated.

The prices offered should remain valid for at least six months. If a raw material price (indicator) changes upwards 7.5 % (six month average) or more compared to the baseline price, the flexible price component of the total unit price can be revised for the following six month period upon a minimum of two weeks' prior written notice by the supplier to UNHCR before the expiration of the current six month period. Changes in raw material price (indicator) leading to downwards unit price changes of 7.5 % (six month average) or more shall in any case lead to a reduction in the unit product price that shall be promptly communicated to UNHCR.

b) The fixed price component of the total unit price must remain unchanged for the duration of the Frame Agreement including any extension periods (2 +1+1+1 years).

The following details shall be provided for the item:

Unit costs: <u>Using the above pricing structure and model</u>, the bidder shall quote the unit price in EXW, FCA and FOB, naming the locations respectively. The unit price 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 or companies within this period. The pricing model 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 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.

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 a supplier performance evaluation such as:

Supply Management Performance Factors
Delivers on schedule
Delivers at quoted price
Provides UNHCR production schedule updates
Extent UNHCR orders are prioritized for production
Prompt and accurate with documentation
Anticipates needs of UNHCR
Helps in emergencies
Does not exploit a sole-source position
Does not request special consideration
Readily supplies pricing and technical information
Has good industry relations and safety record
Performs according to UNHCR terms and conditions
Keeps promise made/ demonstrates reliability
Abides by UNHCR Supply Code of Conduct, inter alia, respects fundamental human rights,
social justice and human dignity, and respect for the equal rights of men and women.
Receiving Performance Factors
Delivers as per instructions
Has adequate delivery service and packaging
Invoicing Performance Factors
Invoices correctly (as per Purchase Order)
Issues credit notes on punctual basis
Quality Management Performance Factors
Provides products of consistent quality in accordance to AQLs and according to Reference
Samples
Takes necessary corrective action when requested
Has Quality Management System and records in place
Cooperates with UNHCR on factory during assessment visit

UNHCR's Performance management tools:

- o Regularly scheduled review meetings
- o Inspection Reports
- Requestor feedback
- Data collection and analysis
- o Vendor Review Committee

Acceptance ratings will be mutually agreed between UNHCR and Suppliers. Suppliers will be prepared to participate in schedules review meetings, provide data, relevant reports or background documentation, access to factories and labor.

Key Performance Indicators may be modified and/or added during the contract period.

5.2 Technical and Financial evaluation:

- 5.2.1 All bids will be evaluated based on:
 - Compliance with the established UNHCR technical specifications
 - Qualification and acceptance of product samples
 - Unit price FCA sea/dry port, (non-palletized, containerized)
 - Production capacity after one, two, four, six and eight weeks or more
 - Warranty/guarantee (respecting given minimum periods)
 - Further requirements set out in this ITB

Reference is also made to the Technical and Financial Offer Forms (Annexes D and E).

5.2.2 Overall evaluation:

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

Please note that if multiple bidders offer a product from the same manufacturer (main manufacturer), UNHCR will only award one contract to one of the successful bidder/manufacturer which is technically compliant and offers the lowest price as outlined above.

5.2.3 Prior to award of Frame Agreements or during the term of Frame Agreements, 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
- Production Capacity
- Working conditions; respect for the Convention on the Rights of the Child; social standards as defined by ILO, SA8000, UN Supplier Code of Conduct (Annex G), 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 <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.

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 disgualification.

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/2017/876
- 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.

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

(m) UNHCR

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 as part of the finalization of the Frame Agreement.

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

Please note that the General Conditions of Contract (Annex F) 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