

DATE: 05/06/2018

**Invitation to Bid: No. ITB/2018/1107
FOR THE ESTABLISHMENT
OF A FRAME AGREEMENT (s) FOR THE PROVISION OF
MEDICAL ITEMS (CONSUMABLES)**

CLOSING DATE AND TIME: 02/07/2018 – 23:59 hrs CET

INTRODUCTION TO UNHCR

The Office of the United Nations High Commissioner for Refugees 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 15 000 people in more than 164 countries continues to help about 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>.

United Nations High Commissioner for Refugees HQ Geneva has a Medical Section for Occupational Health.

In the United Nations rules it is mandatory to provide a fitness to work for each staff member. The Medical Section provide medical travel advice for their staff, provide vaccination, communicable disease prophylaxis, etc.

Medical Section has a walk-in service where basic consultation and emergencies care are provided.

1. REQUIREMENTS

The Office of the United Nations High Commissioner for Refugees (UNHCR), Division of Human Resources Management (DHRM), Staff Health and Welfare Service/Medical Section invites qualified suppliers and manufacturers to make a firm offer for the establishment of a Frame Agreement(s) for the provision of Medical Items (Consumables), (referred to hereinafter as "goods").

IMPORTANT:

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

UNHCR may award Frame Agreement(s) with an initial duration of 3 (three) years, potentially extendable for a period of 1 (one) year + 1 (one) year. The successful bidder(s) will be requested to maintain their quoted price model for at least the first year of the contract. Two months before the expiring date of the contract each party can request a price review which will be effected within 60 days after the initial request has been

submitted. Annual price review will be based on the public index the bidder will indicate as a reference for price review at the time of contract establishment.

The annual spend in Medical Items is estimated to be around USD 50,000.

Please note that any figures provided 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 a minimum quantity of services. Quantities may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders against the Frame Agreement.

Other United Nations Agencies, Funds and Programmes shall be entitled to the same prices and terms as those contained in the offers of the successful bidders and could form the basis for a Frame Agreement with other UN Agencies.

IMPORTANT:

When a Frame Agreement is awarded, either party can terminate the agreement only upon 90 days (3 months) notice, in writing to the other party.

The initiation of conciliation or arbitral proceedings in accordance with article 18 "settlement of disputes" of the UNHCR General Conditions of Contracts for provision of Goods 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 (ITB) and its annexes be read thoroughly. Failure to observe the procedures laid out therein may result in disqualification from the evaluation process.

QUALITY CONTROL THROUGHOUT THE FRAME AGREEMENT:

UNHCR will carry random quality inspections, including specific selected criteria for laboratory test to products or items selected by UNHCR or by an independent surveyor appointed by UNHCR from samples selected during production, upon departure, loading, unloading, arrival to destination or from any storage location. The cost of the quality control inspections and laboratory tests will be covered by UNHCR.

Sub-Contracting: Please take careful note of article 5 of the attached General Terms and Conditions (Annex E).

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: 1. Part 1 - Technical Offer Form (Items offered, lead time) to be sent by e-mail
2. Part 2 - Relevant certificates to be provided through a download link (to be made available in Annex B) or secure alternatives.
- Annex C: Financial offer Form
- Annex D: Vendor Registration Form
- Annex E: UNHCR General Conditions of Contracts for the Provision of Services – 2010

2.2 ACKNOWLEDGMENT

We would appreciate you informing us of the receipt of this ITB by return e-mail to sivakuma@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 the Bid Submissions are not to be sent to the email address above. Bid submissions are only to be sent to hqmsbid@unhcr.org. Sending Bid Submissions to sivakuma@unhcr.org or szabo@unhcr.org will lead to **disqualification**.

2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification or any question in respect of this ITB by e-mail to Omkar Sivakumar at sivakuma@unhcr.org and Adam Szabo at szabo@unhcr.org. The deadline for the receipt of questions is 23:59 hrs. CET on 20 June 2018. Bidders are requested to keep all questions concise.

IMPORTANT:

Please note that Bid Submissions are **not** to be sent to the e-mail address above. Bid submissions are only to be sent to hqmsbid@unhcr.org. Sending Bid Submissions to sivakuma@unhcr.org or by post to UNHCR will lead to disqualification

UNHCR will compile the questions received. UNHCR may, at its discretion, copy any reply to a particular question to all other invited bidders at once and/or posted it the UNHCR website.

2.4 YOUR OFFER

Your offer shall be prepared in English or French.

Official communication, Q&A and contracting will be done in English or French.

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 (hqmsbid@unhcr.org) will result in disqualification of the offer.

Your offer shall comprise of the following of documents:

- Technical offer (Annex B)
- Financial offer (Annex C)
- Vendor Registration Form (Annex D)
- UNHCR General Conditions of Contracts for the Provision of Services – 2010 (initialed on each page and signed on the last page) (Annex F)
- Relevant certifications, pre-qualification documents, warranty information and related as detailed in section 2.4.1

The financial offer needs to be clearly distinguished from the technical offer and separately sent to: hqmsbid@unhcr.org.

sivakuma@unhcr.org and szabo@unhcr.org may only be contacted for a request for clarification and the acknowledgment. Sending any technical or financial offers to sivakuma@unhcr.com or szabo@unhcr.org will immediately disqualify you from the tender.

2.4.1 Content of the TECHNICAL OFFER

IMPORTANT:

No pricing information should be included in the Technical offer. Failure to comply shall lead to disqualification. The technical offer should contain all information required.

The technical details of the products requested by UNHCR can be found in Annex A. 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.

Item coverage: The technical offer shall clearly indicate the items quoted for in your offer (Annex A) and also if alternative is offered in any of the cases. Please note that your offer should have at least 80% item coverage in total. Please note that your offer should have 100 % vaccines coverage. Suppliers unable to comply with these requirements shall not be accepted for financial evaluation stage. Please submit Annex A both in Excel and Pdf versions.

Delivery time: Lead time for each item should be stated in Annex A. Considering the limited storage capacity at the UNHCR Headquarter in Geneva, the bidder shall have capacity to deliver based on DAP INCOTERM to Geneva within 7 working days from the date of firm order (safeguarding the cold chain when applicable); 3 working days from the date of a firm order would be considered ideal. Duration provided will be valid for the entire time span of the Frame Agreement.

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.

Warranty: Attach a document detailing the defects and liability period with terms of warranty to your offer.

The expiration date of medication must be of a minimum of 24 months for the date of delivery.
The expiration date of vaccines must be of a minimum of 12 months for the date of delivery.

CERTIFICATES

Manufacturer Documentations:

In application of the Federal Swiss law about medication and medical appliances (LPT 812.21) the bidder shall submit the authorization delivered by SwissMedic or equivalent certification issued by competent national authority of country of origin of the manufacturer.

Transportation and cold chain:

The bidder should provide a proof of application of Good Distribution Practice (GDP) as per Swiss regulation (Art 3 of the Swiss law pharmaceutical and medicinal products – HMG SR 821.21) or equivalent proof issued by the competent national authority of country of origin of the manufacturer.

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 it is already registered, it is still recommended to fill the form for data verification purposes.

UNHCR General Conditions for Provision of Goods and Services: Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Goods and Services by initialling each page of Annex E and signing the last page of Annex E.

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 or any other currency.

Format: The Financial Offer is to be submitted as per the Financial Offer (Annex C). Bids that have a different price structure may not be accepted. Please submit Annex B both in Excel and Pdf versions.

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

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

The following details shall be provided for each item

Unit costs: Using the above pricing structure and model, the bidder shall quote the unit price EXW and DAP UNHCR HQ Geneva (Rue de Montbrillant 94, 1202 Geneva, Switzerland). Any quantity or other discounts (e.g. sales discounts) shall be clearly indicated.

Your offer shall be valid for 180 days from the deadline of the submission. UNHCR shall make its best effort to award the Frame Agreement(s) within this time 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 receipt of the commodities.

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 Supplier Registration:

The qualified supplier(s) 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.

2.5.2 Technical and Financial evaluation:

Technical Evaluation will be based on:

- Compliance with the established UNHCR specifications (see 2.4.1)
- Item coverage of 80% or more for medications (Pass/Fail)
- Item coverage of 100% for vaccines (Pass/Fail)
- Authorization delivered by SwissMedic (Federal Swiss law about medication and medical appliances (LPT 812.21) or equivalent certification issued by competent national authority of country of origin of the manufacturer (Pass/Fail)
- Proof of application of Good Distribution Practice (GDP) as per Swiss regulation (Art 3 of the Swiss law pharmaceutical and medicinal products – HMG SR 821.21) or equivalent proof issued by the competent national authority of country of origin of the manufacturer (Pass/Fail)
- Delivery time in days (max. 7 days DAP UNHCR HQ Geneva) (Pass/Fail)

Financial Evaluation will be based on the unit cost DAP Geneva.

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.

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.

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. Excel spreadsheet should also be attached.

The Technical and Financial offers shall be clearly separated.

Bid 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. This ensures that the technical evaluation team is not exposed to the financial offer and evaluation remains objective. Failure to do so may result in disqualification.

Deadline: 02 July 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 **20 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/2018/1107**
- **Name of your firm** with the title of the attachment
- Number of e-mails that are sent (example: 1/3, 2/3, 3/4).

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.

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 Services.

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.

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

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 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.

2.10 ZERO TOLERANCE POLICY

Please note that UNHCR strictly follows zero tolerance policy and as such advise suppliers not to offer any gift, favor, hospitality, etc. to UNHCR staff.

A handwritten signature in blue ink, appearing to read 'M. Israel', with a long horizontal flourish extending to the right.

Martine Israel
Head of Unit
Procurement Service (HQ)
The United Nations High Commissioner for Refugees (UNHCR)