



UNHCR

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

DATE: October 29, 2019

Invitation to Bid: No. ITB/2019/009

**FOR THE ESTABLISHMENT
OF A FRAME AGREEMENT (s) FOR THE PROVISION OF**

OFFICE LED LAMPS FOR OFFICE USE

CLOSING DATE AND TIME: Dec 10, 2019 – 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 16,000 people in more than 138 countries continues to help about 68.5 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), Budapest, invites qualified suppliers, manufacturers and service providers to make firm offers for the establishment of Frame Agreement(s) for the provision of office LED lights as per specifications given in Annex-A.

IMPORTANT:

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

UNHCR may award Frame Agreement(s) with initial duration of three (3) years, potentially extendable for a further period of 2 (1 + 1) years. The successful bidders will be requested to maintain their quoted price model for the duration of 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 19 "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.

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: Technical Specifications
- Annex B: Part 1 - Technical Offer Form (Items offered) to be sent by e-mail
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 Goods and Services
- Annex F: UN Supplier Code of Conduct

2.2 ACKNOWLEDGMENT

We would appreciate you informing us of the receipt of this ITB by return e-mail to rehmanz@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 hqsmsbid@unhcr.org. Sending Bid Submissions to rehmanz@unhcr.org or any other 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 Zia Ur Rehman at rehmanz@unhcr.org. The deadline for the receipt of questions is 23:59 hrs. CET on 15 November 2019. 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 hqsmsbid@unhcr.org. Sending Bid Submissions to rehmanz@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.

Official communication, Q&A and contracting will also be done 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 (hqsmsbid@unhcr.org) will result in disqualification of the offer.

Your offer shall comprise of the following of documents:

- Technical offer form (Annex B)
- Financial offer form (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 E)
- 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: hqsmsbid@unhcr.org.

Please note that rehmanz@unhcr.org may only be contacted for a request for clarification and sending acknowledgment. Sharing any technical or financial offers to rehmanz@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 (Annex B) 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.

SAMPLES TO BE SUBMITTED TO UNHCR HQ Geneva:

A sample is required for Type 1, Type 2, Type 3 and Type 4.

The samples shall be delivered to UNHCR HQ Geneva concomitantly or latest two days after the submission of the offer. Vendors are required to manage the delivery and return of the samples. The samples will be tested by UNHCR. The return should be organized upon completion of this tendering process, except for the successful bidder which will then invoice UNHCR for delivered samples.

Deadline to receive samples: December 12, 2019.

The following details shall also be provided in Annex B, the Technical Offer form.

Item coverage:

The technical offer shall clearly indicate the items quoted for in your offer (Annex A) and also if alternative product is offered in any of the cases. Please note that the items indicated as 'Mandatory Items' have to be covered 100% (even with alternative products if deemed acceptable by UNHCR). Suppliers unable to comply with this requirement will be not be accepted for financial evaluation stage.

Please submit Annex B both in Excel and PDF formats.

DOCUMENTS TO BE SUBMITTED

Demonstrated Capacity to perform necessary services by providing detailed company profile information and documentation, including:

- A) Detailed introduction of the company profile with indication of years of experience
- B) Registration certificate
- C) Quality standard certification/s for lighting products

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 form (Annex C). Bids that have a different price structure may not be accepted. Please submit Annex B both in Excel and Pdf versions.

INCOTERM: 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 pricing structure and model in Annex C, the bidder shall quote the price DAP UNHCR HQ Geneva (Rue de Montbrillant 94, 1201 Genève, 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 prices 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 review of the supplier's products/services
- 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). Only those bids will be considered for financial evaluation, which have been declared technically compliant.

Financial Evaluation will be based on the prices offered in Annex C and award will be recommended in favor of technically compliant lowest bidder.

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:

Bids should be submitted by file upload to eTenderBox, the online bid registration tool of UNHCR.

The eTenderBox can be accessed via the following URL: <https://etenderbox.unhcr.org>

In order to use eTenderBox, registration on the website is required. This registration is exclusively for eTenderBox and does not replace any other registrations for UNHCR applications. One Supplier should have only one registered email account in the system. Therefore, the Supplier must use only

one eTenderBox account for managing its offers to UNHCR. In case the password is forgotten, that account cannot be used anymore and new registration is required. Registration Guide and User Manual of eTenderBox are available at the above URL.

IMPORTANT:

The Technical and Financial offers shall be clearly separated by uploading them to the appropriate category in the system. Failure to do so may result in disqualification.

Allowed extensions for files to upload are .doc, .docx, .xls, .xlsx, .rtf, .png, .jpg, .jpeg, .pdf, .txt, .zip, .ppt, .pptx, .bmp, .rar, .gif, .tif and .tiff. Executable files (.exe, .bat, .cmd...etc.) should not be uploaded. The maximum size limit per file is **10MB**.

Uploaded files can be amended by the Supplier while the tender is open. The selected files for upload are submitted when the 'Save & Submit' button is clicked on. Therefore, this button has to be clicked before the deadline expires. If done so, the selected files will be submitted and uploaded successfully even if the deadline expires during the file upload. It is the Supplier's responsibility to ensure that all files of the final offer are submitted by the tender expiration deadline.

Once the deadline for submission is expired, the bid will be automatically closed after which the uploaded files can be reviewed but options for additional upload and deletion of previously uploaded files are not available anymore. In order to ensure the safe submission of the full and final offer, it is recommended to have all files uploaded well before the tender deadline.

Deadline: Dec 10, 2019, 23:59 hrs CET.

IMPORTANT:

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

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.



Fabrizio Bertora,
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Procurement Service
UNHCR