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

DATE: 15/05/2019

INVITATION TO BID: No. ITB/RSA/SU/05.01/2019

FOR THE ESTABLISHMENT OF A FRAME AGREEMENT FOR THE SUPPLY OF

INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT

CLOSING DATE AND TIME: 21/06/2019 – 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 five decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 6,600 people in more than 110 countries continues to help about 34 million persons. To help and protect some of the world's most vulnerable people in so many places and types of environment, UNHCR must purchase goods and services worldwide. For further information on UNHCR, its mandate and operations, please see http://www.unhcr.org.

1. REQUIREMENTS

The Office of the United Nations High Commissioner for Refugees (UNHCR), South Africa, invites qualified suppliers to make a firm offer for the establishment of Frame Agreement(s) for the supply of Information and Communication Technology (ICT) equipment referred to hereinafter as goods.

IMPORTANT:
Exact technical specifications of the items are detailed in Annex A of this document. Please refer to the guidelines under the observation column of Annex A

UNHCR may award Frame Agreement(s) with initial duration of 2 (two) years, potentially extendable for a further period of 1 (one) year, for supplying its operations globally.

The estimated annual requirement of UNHCR is indicated in the attached list (annex A).

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.

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.

UNHCR

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 document 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.

In cases of supplier's quality default, in addition to the good's PO penalty clauses, the inspection and laboratory cost will be charged to the supplier.

Sub-Contracting: Please take careful note of article 4 of the attached General Terms and Conditions (Annex C).

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: Vendor Registration Form
Annex C: UNHCR General Conditions of Contracts for the Provision of Goods

2.2 ACKNOWLEDGMENT

We would appreciate your informing us of the receipt of this ITB by return e-mail to rsaprsup@unhcr.org as to:

- Your confirmation of receipt of this invitation to bid
- Whether or not you will be submitting a bid
- The source where you have acquired this tender document (e.g. E-Mail , Chamber of Commerce, UNGM website, printed media etc.)

IMPORTANT:
Failure to send the above requested information may result in disqualification of your offer from further evaluation.

2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification in respect of this ITB by e-mail to rsaprsup@unhcr.org. **The deadline for receipt of questions is 23:59 hrs CET on 07/06/2019.**

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

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

2.4 YOUR OFFER

Your offer shall be prepared in English.

Please submit your offer using the Annexes provided. Offers not conforming to the requested formats may be not taken into consideration.

IMPORTANT:
Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer or any other UNHCR staff other than the submission e-mail address will result in disqualification of the offer. Please send your bid directly to the address provided in the "Submission of Bid" section 2.6) of this ITB.

Your offer shall comprise the following two sets of documents:

- Technical offer
- Financial offer

2.4.1 Content of the TECHNICAL OFFER

IMPORTANT:
No pricing information should be included in the Technical offer. Failure to comply may risk disqualification. The technical offer should contain all information required.

The technical details of the products requested by UNHCR can be found in **Annex A** (Please refer to the guidelines under the observation column of 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.

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

Packing: The technical offer shall clearly indicate the packing and transport options (e.g. weight, volume, etc.).

Delivery Capacity: The bidder shall state the mobilization time, ex-stock quantity and quantities available after one, two, three and four weeks of production lead time.

Storage Capacity: Successful bidders will be expected to maintain a dedicated emergency stock at their premises at no extra cost and withouth prior commitment from UNHCR, which

can be used for rapid deployment to UNHCR emergency operations worldwide. The bidders should indicate in their offer the quantity they can maintain accordingly.

Inspection: Inspection and laboratory testing of goods will be applicable and will be advised at the time of purchase. The inspection will be arranged and paid for by UNHCR. Please note that inspection charges resulting from the supplier's default will be charged directly to the supplier.

Batch and Supplier Identification Marks: The succesfull bidders will be expected to fix a 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

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

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

Warranty: The bid shall include defects and liability period with terms of warranty which will apply Globaly or at least within Southern Africa region (SADC)

Certificate: If available, the bidder shall submit a copy of internationally recognized quality certificate of the manufacturing company together with a copy of quality certificate for the finished product. In addition the bidder should be Gold or Platinum Partner with Cisco, HP, Lenovo and Microsoft were applicable

Discounts: Provide UN Global / UNHCR agreed discounts for procured ITC equipment

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 B**).

UNHCR General Conditions for Provision of Goods : Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Goods by signing **Annex C.**

Alternative Products: If you have an alternative product(s) that fulfill the same function or offer better performance in terms of quality, cost-effectiveness, environmental impact, etc., we would like to ask you to include them in your offer in addition to the offer for items specified in Annex A.

Please note, that if these alternative products are deemed as viable alternative to the existing product pending an evaluation from our technical experts, we will be issuing a separate tender notice for purposes of establishing agreements for those.

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

2.4.2 Content of the FINANCIAL OFFER

Your separate **Financial offer** must contain an overall offer in a single currency, either in US Dollars, Euros or in the currency of your company's country. Suppliers are requested to provide for each item category, the suggested products with specifications and unit cost.

The following details shall be provided for each item:

Unit costs: the bidder shall quote the unit price DAP UNHCR ROSA, 209 Waterkloof House, Brooklyn, Pretoria, South Africa. Any quantity or other discounts shall be clearly indicated.

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

You are requested to hold your offer valid for 90 days from the deadline for submission. UNHCR will make its best effort to select a company within this period. UNHCR's standard payment terms are within 30 days after satisfactory implementation and receipt of documents in order.

The cost of preparing a bid and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment.

2.5 BID EVALUATION:

2.5.1 Supplier Registration:

The qualified suppliers will be added to the Vendor Database after investigation of suitability based on the submitted Vendor Registration Form and supporting documents. The investigation involves consideration of several factors such as:

- Financial standing,
- Core business,
- Track record,
- Contract capacity.

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

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

2.5.2 Technical and Financial evaluation:

All bids will be evaluated based on:

- Compliance with the established UNHCR specifications (Laboratory results),
- Unit cost DAP UNHCR ROSA
- Delivery capacity.

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

UN Global Compact and other factors: UNHCR supports the UN Global Compact Initiative put forward on 31 January 1999 by UN Secretary-General Kofi Annan that would bring companies together with UN agencies, labor and civil society to support ten principles in the areas of the human rights, labour, environment and anti-corruption. We encourage our suppliers to sign up with the UN Global Compact Initiative.

2.6 SUBMISSION OF BID:

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

Bids should be submitted by e-mail and all attachments should be in PDF format. (Copies of the PDF format documents may, as an addition, be included in Excel or other formats etc.). **The Technical and Financial offers shall be clearly separated**.

Bid must be sent by e-mail ONLY to: RSABIDS@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: 21/06/2019, 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 [**8**] **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/RSA/SU/05.01/2019
- 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 Goods.

UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective suppliers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by UNHCR at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that UNHCR is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract

will be awarded to the bid considered most responsive to the needs, as well as conforming to UNHCR's general principles, including economy and efficiency and best value for money.

2.8 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

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

2.9 UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS

Please note that the General Conditions of Contracts (**Annex C**) 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.

Yvette ADDA
Supply Officer
UNHCR - ROSA