DATE	21st July 2019
BIDDER NAME AND CONTACT (if closed tender)	ALL POTENTIAL SUPPLIERS
INVITATION TO BID REFERENCE NUMBER	19/HCR/ROK/ITB/014
SUBJECT	FOR THE SUPPLY, DELIVERY AND INSTALLATION OF SOLAR PANEL SET FOR UNHCR OFFICE IN KHARTOUM
TYPE OF THE CONTRACT	ONE TIME PROCUREMENT
DURATION OF THE CONTRACT	AS PER AGREED OFFER
DELIVERY LOCATION	REPRESENTATIVE OFFICE KHARTOUM
CLOSING DATE AND TIME	12 th August 2019 – 16:30 Hrs Local time
NUMBER OF PAGES	(6) PAGES

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 16,765 people in more than 138 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), Representation Office in Khartoum, invites qualified suppliers to make a firm offer for the Supply, delivery and installation of Solar Panel Set to its warehouses in Khartoum as per the Annex A.

UNHCR may award a contract as per agreed terms. The successful bidders will be requested to maintain their quoted price model for the duration of the contract.

Other United Nations Agencies, Funds and Programmes shall be entitled to the same prices and terms as those contained in the offer(s).

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 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.

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:

Item Specifications

Annex B:

Financial Offer Form.

Annex C:

Technical PASS OR FAIL evaluation criteria.

Annex D:

Vendor Registration Form.

Annex E:

UNHCR General Conditions of Contracts for the Provision of Goods (July 2018 Version).

Annex F:

UN Suppliers Code of Conduct.

2.2 ACKNOWLEDGMENT

We would appreciate you informing us of the receipt of this ITB by e-mail SUDKH-SU@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, Sudan Job, Newspaper, 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 woart@unhcr.org or mohamid@unhcr.org UNHCR Representation Office-Supply/Logistics Unit. The deadline for receipt of questions is 16:00 HOURS Sudan Local time on 04th August 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 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 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 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 order(s).

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. <u>Lead-time for importation in days, must be clearly stated.</u>

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 the manufacture of the products.

Warranty: The bid shall include defects and liability period with terms of warranty. Extended warranty will be appreciated.

Quality Certificate: 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.

IMPORTANT:

Technically qualified vendors will be required to provide reference sample of the product(s) to the following address:

UNHCR Representative Office Khartoum

Mohammed Kheir Street North of Farouk Cemetery P.O Box 2560

Vendor Registration Form: If your firm is not already registered with UNHCR, you should complete, sign and submit with your technical proposal the Vendor Registration Form (Annex D).

UNHCR General Conditions for Provision of Goods: Your offer should contain your acknowledgement of the UNHCR General Condition for Provision of Goods (and Services) by signing **Annex E**.

UNHCR Supplier Code of Conduct: Your technical offer should contain your acknowledgement of the UNHCR Supplier Code of Conduct by signing ad stamping **Annex F**.

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 additional to the offer for items specified in Annex A.

Please note, that if these alternative product 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 agreement 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 product at this stage.





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

Special Instructions:

- The cost must be inclusive of the transportation to UNHCR's Warehouses in Khartoum
- The supplier must check/inspect the items before dispatching them to UNHCR;
- All rejected items must be replaced by the supplier at no extra cost to UNHCR.

2.4.2 Content of the FINANCIAL OFFER

Your separate financial offer must contain an overall offer in a single currency in Sudanese Pound (SDG) or United States Dollars (USD) currency to be paid at a local Bank account.

The prices offered should remain valid for the period of the contract. The price must remain unchanged for the duration of the contract.

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

The following details shall be provided for each item.

UNHCR is exempt from all direct taxes and customs duties. With this regards, <u>price quoted should be exclusive of VAT.</u>

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 within this period. The pricing model quoted in the Supplier's offer will remain valid for two weeks. 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 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 product,
- Ability to respond quickly to Agency's needs,
- Timely delivery
- Dependability of products and services

2.5.2 Technical and Financial evaluation in accordance with Annex A and B:

All bids from pre-qualified suppliers will be evaluated on a PASS or FAIL criteria.

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For evaluation purpose only, the offers submitted in currency other than United States Dollars will be converted to United States Dollars using the United Nations rate of exchange in effect of the date the submission is due.

UN Global Compact and other factors: UNHCR supports the UN Global Compact initiative put forwards 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, labor, environment and anti-corruption. We encourage our suppliers to sign up with the UN Global Compact Initiative.

2.6 SUBMISSION OF BID:

Bid must be submitted in one of the following manner:

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

Bids should be submitted as detailed below:

Bid should be delivered by hand to UNHCR Khartoum Representation Office (Mohammed Khair Street, North of Farouk Cemetery) and deposited at the tender box available at UNHCR Khartoum Representation Office Representative Reception office. The bidders shall sign off the bids submission form after depositing of the bid documents.

Technical and financial offer shall be clearly separated.

• By Registered Address to the attention of:

The Secretary of the Local Contract Committee on Contract (LCC)
UNHCR Representative Office Khartoum
Mohammed Kheir Street
North of Farouk Cemetery
P.O Box 2560

Deadline: 12th August 2019, 16:40 Hours (Sudanese Local Time)

IMPORTANT:

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

It is your responsibility to verify that your bid has been received properly before the deadline.

Please indicate on the sealed subject field:

- BID ITB/19/HCR/ROK/ITB/014
- Name of your firm with the title of the attachment
- Number of envelopes that are sent (example: 1/2, 2/2,).

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 technical evaluation 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 (s) 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 SDG or USD. Payment will be made in accordance to the General Conditions for the Purchase of Goods and Services in the currency in which the PO is issued. Payments shall only be initiated after confirmation of satisfactory receipt of goods by UNHCR business owner.

2.9. <u>UNHCR CAN ONLY FACILITATE PAYMENTS THROUGH THE LOCAL BANKS AND NOT BANKS OUTSIDE OF SUDAN.</u>

2.10 <u>UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS AND</u> 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.

2.11 ZERO TELERANCE 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.

Ganga Rathnayaka
Supply Officer
UNHCR Representation Office in Khartoum

