



UNHCR

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

DATE: 28/01/2021

INVITATION TO BID: No. ITB/HCR/MW/01/2021

FOR THE ESTABLISHMENT OF A FRAME AGREEMENT FOR THE SUPPLY AND DELIVERY OF OFFICE STATIONERY

CLOSING DATE AND TIME: [28/02/2021] – 17:00 GMT

INTRODUCTION TO UNHCR

The Office of the United Nations High Commissioner for Refugees was established on 14 December 1950 by the United Nations General Assembly. The agency is mandated to lead and co-ordinate international action to protect refugees and internally displaced people (IDPs) and resolve their problems worldwide. Its primary purpose is to safeguard the rights and wellbeing of refugees and IDPs. It also has a mandate to help stateless people.

In almost seven decades, the agency has helped tens of millions of people restart their lives. Today, with more than 17,300 women and men working in 135 countries, we work tirelessly to make a difference in the lives of 79.5 million forcibly displaced people and stateless individuals worldwide. 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 Representation of the United Nations High Commissioner for Refugees (UNHCR) in Lilongwe, Malawi, invites qualified vendors specialized in the area of production and supply of stationeries to make a firm offer for the establishment of a frame agreement to supply and deliver office Stationeries and equipment referred to hereinafter as “goods”.

IMPORTANT:

Exact technical specifications of the items are detailed in Annex A of this document. UNHCR may award Frame Agreement(s), Goods Contract, with initial duration of 2 (two) years, potentially extendable for a further period of 1 (one) year. The successful bidders will be required to maintain their quoted price model for the duration of agreement.

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.

IMPORTANT:

When a Frame Agreement is awarded, either party can terminate the agreement only upon 30 days' 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 a termination clause.

It is strongly recommended that this Invitation to Bid document and its annexes be read thoroughly. Failure to observe the procedures outlined therein may result in disqualification from the evaluation process.

QUALITY CONTROL:

UNHCR will carry random quality inspections, including specific selected criteria for laboratory test to products or items selected by UNHCR or by an independent survey or 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 as well as transportation charges for return of goods.

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

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: Financial Offer Form
- ANNEX C: Vendor Registration Form
- ANNEX D: UNHCR General Conditions of Contracts for the Provision of Goods – *Rev. July 2018*
- ANNEX E: The UN Supplier Code of Conduct
- ANNEX F: UNGM Registration process
- ANNEX G: Proposed Quantities for Annual Replenishment of Office Stationeries

2.2 ACKNOWLEDGMENT

We would appreciate you informing us of the receipt of this ITB by return e-mail to ngoma@unhcr.org & tsaka@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 Frank Ngoma, Associate Supply officer at ngoma@unhcr.org and Aaron Tsaka, Supply Associate tsaka@unhcr.org

The deadline for receipt of questions is 18/02/2021, 23:59 hrs.

IMPORTANT:

Please note that Bid Submissions are **not** to be sent to the e-mail addresses above. Failure to comply with this provision may result in disqualification

UNHCR will reply to the questions received as soon as possible by means of an e-mail addressed to all the bidders concerned.

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 and only 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**. Your technical offer should clearly state whether 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 your Technical Offer which will be evaluated as a **pass or fail basis**.

- **Registration documents:** the bidder shall provide copies of the registration documents issued by the government licensing authority, such as: company registration certificates, certificates of incorporation, tax certificates etc. **Pass/fail**
- **Audited financial statements:** for a period covering the past 2 years (2019-2020) to confirm financial capacity of the company. **Pass/fail**
- **INCOTERMS:** the international chamber of commerce incoterms 2010 (DAP) shall apply for this ITB and for any resulting purchase order(s)
- **Point of delivery,** after the framework agreement is entered with the supplier, the supplier will deliver orders at any of UNHCR offices in Malawi. Annex B for the office locations.
- **Delivery period:** please specify number of days you can deliver upon confirmation of order by UNHCR
- **Similar work list of the last (3) three years:** the bidders will provide a list of similar works done in the last sthree years, Reference letters, Pos etc.: to confirm previous experience in the

procurement & supply of stationary supplies and equipment. it will be a simple list containing information about the procurement/supply/delivery work done brief description of work, organization name, total amount of contract. UNHCR may go for a reference check with any/all the organization with whom the bidders worked with. **Pass/Fail**

- **Vendor registration form:** if your company is not registered with UNHCR, you should complete, sign and submit with your technical proposal the vendor registration form Annex C.
- **Warranty:** the bidder shall state if the items supplied has warranty **Pass/fail**
- **Area of business Specialty:** Supply & delivery of stationaries supplies & equipment. **Pass/fail**

2.4.2 Content of the FINANCIAL OFFER

Your separate **Financial Offer** must contain an overall offer in a single currency in Malawian kwacha MWK

[IMPORTANT:

Please carefully consider the pricing model applicable to this invitation tender.

The prices offered should remain valid for the duration of the contract/frame agreement.

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:

Unit costs: [Using the above pricing structure and model], the bidder shall quote the unit with INCOTERMS Delivery At Place. Any quantity or other discounts (e.g. volume discounts) shall be clearly indicated.

UNHCR is exempt from all direct taxes and customs duties. With this regard, price has to 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 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 receipt of the goods 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 evaluation of the supplier's products,
- Ability to respond quickly to Agency's needs,
- Timely delivery,

- Dependability of products.
- Lead time for delivery

2.5.2 Technical evaluation: The technical component of the submission will be evaluated **using the criteria PASS or FAIL by using the exact same structure outlined in Annex A and based on the requirements from Annex A.**

2.5.3 Financial evaluation: The financial component will be analysed only for those suppliers that pass the technical evaluation

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, labor, 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. The **technical and Financial Offers** shall be clearly named and attached and send as a two separate file attachment to the submission email address MLWLIBIDS@unhcr.org with all or supporting document not exceeding **20mb**.

- Kindly indicate in the email subject field ITB/HCR/MWI/01/2021
- Name of your firm with the title of the attachment
- Number of emails that are sent (example 1/3, 2/3, etc.)

Deadline for submission: 28/02/2021, 17:00 HRS, GMT

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 pre-qualified vendors simultaneously.

UNHCR will not be responsible for locating or securing any information that is not identified in the bid. Accordingly, to ensure that enough information is available, the pre-qualified vendor 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 pre-qualified vendor 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 of delivery 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 D**) will be strictly adhered to for the purpose of any future contract. The Bidders must confirm the acceptance of these terms and conditions in writing.

Signature
Frank Ngoma 
Associate Supply Officer
UNHCR Lilongwe
MALAWI

Digitally signed by
Frank Ngoma
on 28/01/2021