

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

DATE: 29/08/2021

INVITATION TO BID (ITB) : No. HCR/ALG/ITB/2021/008

FOR THE SUPPLY AND DELIVERY OF TENT ACCESSORIES AND SECOND-HAND
CONTAINERS FOR UNHCR TINDOUF, ALGERIA

CLOSING DATE AND TIME: 19/09/2021 – 23:59 hrs Tindouf local time

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 coordinate 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 16,765 people in more than 138 countries and continues to help about 65.6 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), Algeria Representation, invites qualified suppliers and manufacturers to submit a firm offer for the establishment of Frame Agreement(s) for the supply and delivery of **tent accessories and second-hand containers** for its operation in Tindouf, Algeria. Please refer to the table below with the estimated requirements:

Group	List of items	Estimated Quantities (annual scenario)	Estimated Total Quantities (scenario for 3 yrs FA)
A	BLENDED CLOTH	2,010	6,030
	COTTON ROPE	2,010	6,030
	BAMBOO POLES	4,020	12,060
	IRON PEGS	24,120	72,360
B	SECOND-HAND CONTAINERS	6	18

The bidders may decide to quote for:

- either all items in group A; or
- for the containers (group B); or
- for both Group A (all items) and B.

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 require the totality of 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 may award Frame Agreement with initial duration of two (2) years, potentially extendable for a further period of one (1) year. The successful bidders will be requested to maintain their quoted price model for the entire duration of the Frame Agreement.

Exact technical specifications of the items are detailed in **Annex A** of this document.

IMPORTANT:

When a Contract is awarded, either party can terminate the Contract only upon thirty (30) days' 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 and Services 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 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: Technical Offer Form – *to be filled and submitted*
- Annex C: Financial Offer Form – *to be filled and submitted*
- Annex D: Vendor Registration Form – *to be filled and submitted*
- Annex E: UNHCR General Conditions of Contracts for the Provision of Goods and Services – 2018 – *to be acknowledged/signed and submitted*
- Annex F: UN Supplier Code of Conduct – *to be acknowledged/signed and submitted*

2.2 ACKNOWLEDGMENT

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

- Your confirmation of receipt of this invitation to bid

2/5

- 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:

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 KADDOUR BOUALEM, Supply Associate at kaddourb@unhcr.org

The deadline for receipt of questions is 23:59 hrs Tindouf local time on 09/09/2021

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 publication on its website or by email to all invited bidders.

Please note that **bid submissions** are **NOT** to be sent to the responsible staff member above!

UNHCR plans to respond to questions shortly after the query closing date.

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 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 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 form (**Annex B**).

Submission of a copy of the valid business commercial company registration certificate and valid profession license.

Offers without the above-mentioned licenses/certificate might not be further assessed.

Submission of one technical brochure with detailed specifications for each item.

Offers without the above-mentioned technical brochure might not be further assessed.

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

Packing and container utilization details: The technical offer shall clearly indicate the packing and transport options (e.g. weight, volume, etc.) in compliance with the packing and transport requirements part of Annex A to this ITB. (These are minimum packaging requirements; however, suppliers are encouraged to propose alternative options for better container utilization).

Production Capacity: The bidder shall state the annual production capacity.

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

Shelf life and usable lifespan: The bidder shall clearly state the recommended shelf life of the product, as well as the usable lifespan, i.e. the recommended usage period.

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.

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.

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.

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 your company is already registered with UNHCR, please simply indicate the vendor ID in the form.

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 signing **Annex E**.

Please note that submitting an offer is deemed as acceptance of UNHCR's General Conditions for Provision of Goods and Services.

Alternative Products: No alternative products will be accepted.

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 the local currency in Algeria i.e DZD.

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

BANK ACCOUNT: UNHCR will **not accept** offers from companies that have not the following requirements in the vendor registration form (Annex D):

- a) Commercial bank account
- b) Name of the company should match with the bank account.

The following details shall be provided for each item:

Unit costs:

- Unit price EXW (name place)
- Unit price CFR Oran

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 **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. Any activity undertaken or expenses incurred in preparation of a contract before an actual contract is signed shall be borne by the Bidder. An advance notice or information of award is not to be considered as a contract.

UNHCR will not provide any advance payments or payments by letter of credit. The standard payment terms are by bank transfer net thirty (30) days after acceptance of contractor's invoice and delivery of the goods and/or acceptance by UNHCR of the services.

2.5 BID EVALUATION:

Each proposal from a Bidder will be considered separately and independently. Bidders shall submit a complete proposal for each solicitation in which they wish to participate. References to previous or on-going proposals will be not considered. Award of a previous contract with UNHCR will not be considered in itself as a preference or guarantee for the award of future solicitations on the same subject.

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.
- Lead time for delivery

2.5.2 Technical evaluation:

For the award of this project, UNHCR has established evaluation criteria which govern the selection of offers received. Evaluation is made on a technical and financial basis. Technical Evaluation will be done on a Pass/Fail basis as follows :

- Valid Business/Commercial Registration Certificate (Pass/Fail)
- Valid company business bank account (Pass/Fail)
- Items compliance with the specifications and requirements set in **Annex A** (Pass/Fail)
- Submission of technical brochure (Pass/Fail)
- Delivery capacity (qty/weeks)

IMPORTANT:

The Financial offer will only be opened for evaluation if the supplier's technical part of the offer has passed the technical evaluation process and has been accepted by UNHCR as meeting the technical specifications and formal requirements set forth herein

2.5.3 Financial evaluation:

The financial component will be analyzed only for those suppliers that pass the technical evaluation.

All bids from technically compliant suppliers will be evaluated based on:

- Unit price CFR Oran.

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.

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.

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: ALGTIBID@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: 19/09/2021 – 23:59 hrs Tindouf local time.

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 10 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 HCR/ALG/ITB/2021/008.
- Name of your firm with the title of the attachment
- Number of e-mails that are sent (example: 1/3, 2/3, 3/3).

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, or to allow split or partial awards.

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 AND 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.



Signature

**Hashim M.E.M. Sharief
Head of Sub Office
UNHCR, Tindouf, Algeria**

Hashim M.E.M. Sharief

