

DATE: 12 OCTOBER 2021

INVITATION TO BID: No. ITB/RBAP/2021/001

**FOR THE ESTABLISHMENT
OF A FRAME AGREEMENT FOR THE SUPPLY OF**

MULTI-PURPOSE SOLAR LAMP

CLOSING DATE AND TIME: 31 OCTOBER 2021 – 23:59 hrs BKK 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 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), Regional Bureau for Asia and the Pacific invites qualified suppliers and manufacturers to make a firm offer for the establishment of Frame Agreement(s) for the supply of Multi-Purpose Solar Lamp (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) with initial duration of two (2) years, potentially extendable for a further period of one (1) year, for supplying its operations in Asia and the Pacific region. The successful bidders will be requested to maintain their quoted price model for the duration of the Frame Agreement(s).

The estimated annual requirement of UNHCR is for 50,000 pieces (fifty thousand) of Multi-Purpose Solar Lamps.

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 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 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 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:	Supply and Technical Specifications Form
Annex B:	Financial Offer Form
Annex C:	Vendor Registration Form
Annex D:	UNHCR General Conditions of Contracts for the Provision of Goods – 2018
Annex E:	Supplier Code of Conduct
Annex F:	eTenderBox Registration Guide
Annex G:	eTenderBox Supplier User Manual

2.2 ACKNOWLEDGMENT

We would appreciate your informing us of the receipt of this ITB by return e-mail to rbapsupply@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., Email, Chamber of Commerce, UNGM website, printed media etc.)

2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification in respect of this ITB by e-mail to Regional Supply Unit at rbapsupply@unhcr.org. **The deadline for receipt of questions is 23:59 hrs BKK time on 26 October 2021.**

IMPORTANT:

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

UNHCR will compile the questions received and provide responses as soon as possible by means of publication on its websites or by email to all invited bidders.

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 eTenderBox will result in disqualification of the offer. Please send your bid directly to eTenderBox stated 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 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.

Required documents for complete submission:

1. Submission of Company Profile.
2. Submission of a valid copy of trade license (if applicable).
3. Submission of a valid copy of company registration (if the bidder is the company).

4. Formal acceptance of the UNHCR General Terms and Conditions for the Provision of Goods – July 2018 version. **Annex D** (Duly signed).
5. Formal acknowledgment to the UN Supplier's Code of Conduct. **Annex E** (Duly signed)
6. Submission of duly filled, signed, and stamped UNHCR Vendor Registration Form – **Annex C** (in case not already registered in UNHCR MSRP system).
7. Compliance of proposed items technical specifications with UNHCR technical specifications **Annex A** (Duly completed and signed).
8. Submission of catalogs/brochures/data sheets.
9. Provision of Production Capacity: Daily and Annual production capacity and/or production chronogram throughout the production process.
10. Provision of proven track record of two (2) similar/equivalent projects/products conducted in the past 2 years and one (1) of the PO/contract values must not be less than USD 30,000 as a minimum. (copies of Contracts/Purchase Orders to be submitted).

Incoterms: FCA (named place) - The International Chamber of Commerce Incoterms 2020 shall apply for this ITB and for any resulting purchase orders(s).

Storage Capacity: Successful bidders will be expected to maintain a dedicated emergency stock at their premises at no extra cost and without 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. By the end of the Frame Agreement, UNHCR will purchase at minimum the quantity kept as emergency stock with the Frame Agreement holder.

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.

Pre-Delivery 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.

Batch and Supplier Identification Marks: The successful bidders will be expected to a fix 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 (as indicated in the technical specifications of the products found in **Annex A**).

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, minimum 1 year 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.

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:**Provision of Sample:**

The suppliers having successfully provided the completed technical documentation and requirements, will be contacted with a request to send 1 (one) reference sample of the product(s) to the following address within 5 working days upon the receipt of a confirmation from UNHCR.

UNHCR Representation in China

1-2-1, Ta Yuan Diplomatic Office Building
14 Liangmahe Nan Lu, Chaoyang Dist.,
Beijing 100600, China

Attention: Ling Yun

Tel: 010-6532 6806 ext 8064

Email: ling@unhcr.org

The samples should be marked “SAMPLES FOR ITB ref. No. ITB/RBAP/2021/001:” and must clearly indicate the Supplier Name.

Please note, UNHCR shall not return samples received.

Failure to provide the requested sample upon request from UNHCR offer will result in disqualification of the offer.

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 sent 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.

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: the bidder shall quote **the unit price FCA** naming the locations respectively. The FCA unit cost shall be provided for the supply of product in palletized. 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 must be given without VAT. Any types of tax maybe imposed by the government on the services should be dealt with the bidder.

You are requested to hold your offer valid for sixty (60) 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 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:

Technical Evaluation

- The offer from all bidders will be evaluated based on a Pass/Fail criterion, focusing on the documents requested under paragraph 2.4.1 (contents of the technical offer) including a physical sample evaluation.
- Compliance with the established UNHCR specifications,
- Failure to submit the requested documents and samples of the required items will result into disqualification of offer.

EVALUATION CRITERIA	MERIT "PASS" / "FAIL"
ELIGIBILITY CRITERIA:	
1. Certificate of registration.	Non-discretionary "Pass/Fail"
2. Formal acceptance of the UNHCR General Terms and Conditions for the Provision of Goods and Services – 2018 version.	Non-discretionary "Pass/Fail"
3. Formal acknowledgment to the UN Supplier's Code of Conduct.	Nondiscretionary "Pass/Fail"
4. Submission of duly filled, signed, and stamped UNHCR Vendor Registration Form (in case not already registered). If already a UNHCR registered supplier, please indicate your UNHCR vendor registration number on the Vendor Registration Form.	Non-discretionary "Pass/Fail"
PRODUCT SPECIFICATION:	MERIT "PASS" / "FAIL"

1.Compliance of proposed items technical specifications with UNHCR technical specifications and completed, signed/stamped (Annex A).	Non-discretionary "Pass/Fail"
2. Provision of Information on products / Catalogue / Product Data Sheet.	Non-discretionary "Pass/Fail"
3. Compliance with warranty requested.	Non-discretionary "Pass/Fail"
OTHER CRITERIA:	MERIT "PASS" / "FAIL"
1. Provision of proven track record of two (2) similar/equivalent projects/products conducted in the past 2 years (copies of Contracts/Purchase Orders submitted).	Non-discretionary "Pass/Fail"
2. One (1) of the PO/contract values must not be less than USD 30,000 as a minimum (copies of Contracts/Purchase Orders submitted).	Non-discretionary "Pass/Fail"

Note: Only offers whose technical offer obtain PASS on all evaluation criteria will be considered for further steps of the selection process i.e., evaluation of financial offers etc.

Financial Evaluation:

All financial offers from qualified bidders at the technical evaluation of offers received will be evaluated based on:

- Unit cost FCA (palletized),
- 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, labor, environment and anti-corruption. We encourage our suppliers to sign up with the UN Global Compact Initiative.

2.5.3 Selection Criteria:

Technically compliant offer from qualified and competent supplier at the lowest cost to UNHCR meeting UNHCR technical specifications.

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:

<http://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 registration with UNHCR.

A supplier should have only one registered email account in the system. The supplier must use only that 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.

The eTenderBox Registration Guide and Use Manual are available at the above URL and provided as Annexes G and H to this ITB.

IMPORTANT:

The technical offer and financial offer are to be sent in separate documents. Failure to do so may result in disqualification.

Allowed extension for files to upload are .doc, .docx, .xls, .xlsx, .rtf, .png, .jpg, .jpeg, .pdf, .txt, .zip, .ppt, .pptx, .mbp, .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 must 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. 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: 31 October 2010, 23:59 hrs BKK 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 supplier's responsibility to verify that documents and correspondence have been submitted properly before the deadline.

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.

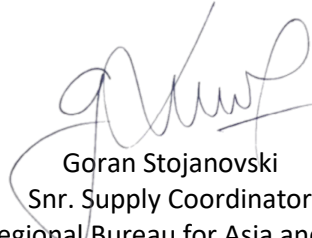
2.8 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

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 D**) 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



Goran Stojanovski
Snr. Supply Coordinator

UNHCR Regional Bureau for Asia and the Pacific