

DATE: 13 June 2022

**Regional Bureau
East, Horn of Africa and Great Lakes Region
P.O Box 43801-00100
Nairobi, Kenya**

**REQUEST FOR PROPOSAL (RFP)
REFERENCE: RFP/HCR/RB/NBI/22/005**

**PROVISION OF CONSULTANCY SERVICES FOR A REGIONAL PROGRAM ON INCLUSION OF
EDUCATION IN IGAD MEMBER STATES: EVALUATION SERVICES**

**CLOSING DATE AND TIME: 22 JULY 2022,
12:00 HOURS EAT (EAST AFRICA TIME)**

INTRODUCTION TO UNHCR

The Office of the United Nations High Commissioner for Refugees 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 17,000 people in 135 countries continue to help about 68.5 million persons. To help and protect some of the world's most vulnerable people in so many places and types of environments, 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 in Nairobi Kenya, invites qualified service providers to make a firm offer for the establishment of a contract for consultancy related services to its regional program on Inclusion of Education in IGAD Member States:

IMPORTANT:

The Terms of Reference (TORS) are detailed in Annex A of this document.

UNHCR may award a 11-month contract for provision of the services, with estimated contract commencement in July 2022.

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 Agreement(s) with other UN Agencies.

IMPORTANT:

When a contract 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 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 Request for Proposal and its annexes be read thoroughly. Failure to observe the procedures laid out therein may result in disqualification from the evaluation process.

Sub-Contracting: Please take careful note of article 5 of the attached General Terms and Conditions (Annex D).

Note: This document is not to be construed in any way as an offer to contract with your firm.

2. BIDDING INFORMATION:

2.1. RFP DOCUMENTS

The following annexes form integral part of this Request for Proposal:

Annex A:	Terms of Reference (TORs)
Annex B:	Financial Offer Form
Annex C:	Vendor Registration Form
Annex D:	UNHCR General Conditions of Contracts for the Provision of Services – 2018
Annex E:	UNHCR Supplier Code of Conduct
Annex F:	Confidentiality undertaking (for services and to be signed by all staff assigned to the project)

2.2 ACKNOWLEDGMENT

We would appreciate your informing us of the receipt of this RFP by return e-mail to KENRHSMS@UNHCR.ORG as to:

- Your confirmation of receipt of this RFP
- Whether or not you will be submitting a bid

IMPORTANT:

Failure to send the above requested information will not result in disqualification of your offer from further evaluation.

2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification or any question in respect of this RFP by e-mail to KENRHSMS@UNHCR.ORG . **The deadline for receipt of questions is 10 July**

2022. Bidders are requested to keep all questions concise. UNHCR may, at its discretion, copy any reply to a particular question to all other invited bidders at once.

IMPORTANT:

Please note that Bid Submissions are **NOT** to be sent to the e-mail address above. Bid Submissions sent directly to the e-mail address above will result in disqualification of the offer.

2.4 YOUR OFFER

IMPORTANT:

Cancellation of Solicitation: UNHCR reserves the right to cancel a Solicitation at any stage of the procurement process prior to final notice of award of a contract.

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 RFP.

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 Terms of Reference (TORs) of the services requested by UNHCR can be found in **Annex A**. Clearly state and disclose any discrepancies with the specifications given.

Your technical offer should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

- **Description of the company and the company's qualifications**

A description of your company with the following documents: company profile, registration certificate and last audit reports:

- Year founded.
- If a multi-location company, please specify the location of the company's headquarters, and the branches that will be involved in the project work with founding dates
- Three or more letters of reference with contact information

- Description of the company's expertise in these services, including geographic coverage, technical abilities, and language abilities
- Number of, experience in, and relevance and quality of, similar projects successfully completed and/or currently ongoing. Description of up to 5 examples of relevant previous projects

Any other information that will facilitate a comprehensive evaluation of your company's substantive reliability, financial standing and managerial capacity to provide the services have to be integral part of the Technical proposal, inclusive of a proposed methodology, approach and solutions to undertake the required services.

- **Understanding of the requirements for goods, services, proposed approach, solutions, methodology and outputs**

Any comments or suggestions on the TOR, as well as your detailed description of the manner in which your company would respond to the TOR:

- A description of your organization's capacity to provide the services.
- A description of your organization's experience in the supply of these services.
- Compliance to the requirements stated on the TOR.
- Demonstrated understanding of the requirements of the project
- Clarity, level of detail, and quality of ideas in the proposal that advance the objectives of the project beyond the background provided by UNHCR
- Evidence of practical ability to execute the project, such as a draft workplan, timeline, and coordination plan.

- **Proposed personnel to carry out the assignment**

The composition of the team you propose to provide.

- Curriculum Vitae of core staff.

The bidders have to show that they can provide adequately skilled people to assume the responsibilities and perform the full range of tasks included in the TORs. No substitutions will be made without prior written consent from UNHCR. Please note that it is the responsibility of the service provider for the provision of the relevant visa and work permits for the proposed resources. UNHCR can assist by issuing attestation letters for a specified time frame, during the duration of the project. The company shall guarantee that the services will be uninterrupted for the duration of the contract. Absences due to an emergency situation need to be approved by UNHCR and a solution agreed so that the on-going project is not adversely affected.]

- **Financial Capacity**

The technical offer must include evidence of financial soundness and stability, including but not limited to financial statements for the last 3 years. Audited Financial Statements are preferred.

- **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 E**).

If your company is already registered with UNHCR, please submit an empty Vendor Registration Form clearly indicating your UNHCR Vendor ID.

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

However, please note that submitting an offer is deemed as full acceptance of UNHCR's General Conditions for Provision of Services.

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 must cover all the services to be provided (price "all inclusive").

The financial offer shall include the following information:

- All-inclusive rates (including honorarium and living expenses). Daily rate per consultant may also be included).
- Estimated amount for travel and related expenses, if any (indicating details).
- Other costs, if any (indicating nature and breakdown).

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.

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

You are requested to hold your offer valid for **120** 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 to the and/or acceptance by UNHCR of the services.

2.5 BID EVALUATION:

Each proposal from a Bidder will be considered separately and independently. 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 supplier 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.

Failure to provide the abovementioned documentation, might lead to disqualification.

2.5.2 Technical and Financial evaluation:

For the award of this project, UNHCR has established evaluation criteria which govern the selection of offers received. Evaluation is performed in 3 steps, consisting of

- a review of mandatory requirements,
- review of compliance of technical requirements and
- a financial evaluation.

Proceeding to the next step in the evaluation is subject to passing the previous step.

The percentage assigned to each component is determined in advance as follows:

i) *Technical Evaluation*

The **Technical offer** and **Financial Offer** will be evaluated using inter alia the following criteria and weight distribution of **70/30 respectively**:

Certification	Valid Trading License/Registration Certificate	Mandatory
	Last audited financial statements	Mandatory
	Acceptance of UNHCR General Conditions of Contracts for the Provision of Services	Mandatory
	Acceptance of UN supplier code of conduct	Mandatory
	Confidentiality undertaking (for services and to be signed by all staff assigned to the project)	Mandatory
Company Qualifications	<ul style="list-style-type: none"> • Description of the team's expertise in these services, including geographic coverage, technical abilities, and language abilities 	10.5 points
	<ul style="list-style-type: none"> • Number of, experience in, and relevance and quality of, similar projects successfully completed and/or currently ongoing. Description of up to 2 examples of relevant previous projects and references 	10.5 points
		3.5 Points
Proposed Services	<ul style="list-style-type: none"> • Demonstrated understanding of the requirements of the project 	7 points
	<ul style="list-style-type: none"> • Clarity, level of detail, and quality of ideas in the proposal that advance the objectives of the project beyond the background provided by UNHCR 	10.5 points
	<ul style="list-style-type: none"> • Evidence of practical ability to execute the project, such as a draft workplan, timeline, and coordination plan 	7 points
Personnel Qualifications	<ul style="list-style-type: none"> • Curriculum Vitae of core staff, including experience and expertise relevant to fulfil the requirements of the project 	21 points
Total:		70 points

The Technical offer score will be calculated according to the score's distribution for the technical and financial offers.

The cut-off points for submissions to be considered technically compliant will be **40 out of 70 points**.

Clarifications of Proposals:

To assist in the examination, evaluation and comparison of proposals UNHCR may at its discretion ask the Bidder for clarification about the content of the proposal. The request for clarification and the response shall be in writing and no change in price or substance of the proposal shall be sought, offered or accepted.

ii) Financial Evaluation

The **Financial offer** will use the following percentage distribution: **30 points** from the total score of 100 points.

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

The maximum number of points will be allotted to the lowest price offer that is opened and compared among those invited firms. All other price offers will receive points in inverse proportion to the lowest price, e.g., [total Price Component] x [US\$ lowest] \ [US\$ other] = points for other supplier's Price Component.

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.

2.6 SUBMISSION OF BID:

IMPORTANT: ALWAYS QUOTE <u>RFP/HCR/RB/NBI/22/005</u>

Proposals must be submitted in one of the following options:

a) By e-mail to KENRSBID@unhcr.org in PDF format.

Proposals sent by **e-mail** must be submitted as detailed below:

- i) In PDF Format, With a subject titled reading: **RFP/HCR/RB/NBI/22/005**
- ii) Attachment which consists of completed **Technical offer**
- iii) Attachment which consists of completed **Financial Proposal Form**
- iv) Acknowledged UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF SERVICES-Revision January 2010 (**Annex D**)
- v) VENDOR REGISTRATION FORM (**Annex E**). Only applicable for bidders not registered as UNHCR's suppliers. **If already registered, please provide your UNHCR Vendor ID Number.**
- vi) Acknowledged UN Supplier Code of Conduct
- vii) Confidentiality undertaking (for services and to be signed by all staff assigned to the project)

Please also indicate in e-mail subject field:

- Name of your firm with the title of the attachment
- Number of e-mails that are sent (example: 1/3, 2/3, 3/4). Please state your financial offer in the heading (1/3).

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 [5] Mb so it may be necessary to send more than one e-mail for the whole submission.

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 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 Technical and Financial offers shall be clearly separated by uploading them to the appropriate category in the system. Failure to do so may result in disqualification.

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.

IMPORTANT: Offers that are otherwise addressed and/or copied or sent to other addresses or individuals will be marked invalid and not considered for evaluation.

All bids must be received latest by: 22 July, 16:00 hrs. EAT (EAST AFRICA TIME)

LATE SUBMISSION OF BIDS: Offers received after the deadline for submission of offers and offers transmitted in any other manner than those indicated above will not be considered.

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

IMPORTANT:

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

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 RFP 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 Services 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 SERVICES

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.

2.10 ZERO TOLERANCE POLICY

Please note that UNHCR strictly follows zero tolerance policy and as such advise suppliers not to offer any gift, favor, hospitality, etc. to their staff.



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