

**UNHCR**United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les réfugiés**DATE: 6th November 2023**

**REQUEST FOR QUOTATION No: RFQ/HCR/NIG/23-043
FOR THE ESTABLISHMENT OF A FRAME AGREEMENT FOR THE PROVISION OF
ROUTINE MAINTENANCE OF AIR CONDITIONERS, REFRIDGERATORS AND OTHER
COOLING APPLIANCIES FOR UNHCR OFFICE (S) IN CALABAR, OGOJA CROSS
RIVER STATE, ADIKPO, MAKURDI, BENUE STATE AND TAKUM TARABA STATE FOR
ONE (1) YEAR WITH POSSIBILTY OF EXTENSION FOR ADDITIONAL ONE (1) YEAR
BASE ON SERVICE PERFORMANCE.**

CLOSING DATE AND TIME: 14th November 2023 – 11:59pm. NIGERIA 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 six decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 10,966 people in more than 128 countries 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) in Sub Office Ogoja invites qualified suppliers to make a firm offer for **THE ESTABLISHMENT OF A FRAME AGREEMENT FOR THE PROVISION OF ROUTINE MAINTENANCE OF AIR CONDITIONERS, REFRIDGERATORS AND OTHER COOLING APPLIANCIES FOR UNHCR OFFICE (S) IN CALABAR, OGOJA CROSS RIVER STATE, ADIKPO, MAKURDI, BENUE STATE AND TAKUM TARABA STATE FOR ONE (1) YEAR WITH POSSIBILTY OF EXTENSION FOR ADDITIONAL ONE (1) YEAR BASE ON SERVICE PERFORMANCE.**

More details on the required goods and/or services are provided in the attached **Terms of Reference (Annex A)**.

Notes:

Partial Bidding for a specific location will be accepted
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UNHCR reserves the right to approach one or more Bidders in order to establish multiple Frame Agreements having been awarded as a result of this tender and negotiate directly with the Supplier(s) to cater to future requirements of UNHCR or any other UN agencies.

The successful Bidder shall accord the same prices and terms to other United Nations Agencies, Funds and Programs that wishes to avail itself of such terms.

It is strongly recommended that this Request for Quotation and its annexes be read thoroughly before submitting your offer. Failure to observe the procedure laid out in this document may result in disqualification from the evaluation process.

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

2. REQUEST FOR CLARIFICATIONS

We would appreciate receiving your quotation by email to the following email address: nigogsupply@unhcr.org on or before **14/11/2023 – 11:59pm**.

If you require any further clarification on this request, please contact nigogsupply@unhcr.org; on or before **10/11/2023 - 11:59pm**.

Please indicate in the e-mail subject field:

- **RFQ/HCR/NIG/23-043**
- Name of your firm
- Number of e-mails that are sent (example: 1/2, 2/2)

Your quotation must be valid as least for 90 days. The standard payment terms of UNHCR are 30 days upon satisfactory delivery of goods or services and acceptance thereof by UNHCR.

UNHCR will compile the questions received and will respond to all Bidders participating in the tender competition, shortly after the query deadline.

3. PREPARATION OF QUOTATION

Quotations should be prepared based on the guidelines set forth in this Request for Quotation.

Please refer to and use the following Annexes to prepare your offer. Your quotation must include the following:

3.1 Content of the QUALIFICATIONS AND ELIGIBILITY REQUIREMENTS

- **ANNEX A1&2: Terms of Reference (SOP) – please fill-up, sign and submit**
- **ANNEX B: Financial Offer Form – please fill-up, sign and submit**
- **ANNEX C: Technical Offer Form – please fill-up, sign and submit**
- **ANNEX D: Vendor Registration Form - please fill-up, sign and submit**
- **ANNEX E: UNHCR General Conditions of Contracts - please read and acknowledge acceptance by signing on the Declaration of Eligibility (Annex G)**
- **ANNEX F: UN Supplier Code of Conduct - please read and acknowledge acceptance by signing on the Declaration of Eligibility (Annex G)**
- **ANNEX G: Declaration of Eligibility – please fill-up, sign and submit**

REQUIRED SUPPORTING DOCUMENTS (documentary evidence):

For bidders not yet registered with UNHCR NIGERIA

- Business/Commercial Registration Certificate (Corporate Affairs Commission)
- Tax Identification Number and Tax Certificate for 2020 & 2021 (Federal Internal Revenue Service)
- Financial Statements/Audited of the last two fiscal years (2020 & 2021)
- Company Profile (company history, list of products and services offered, list of clients, etc.)

Notes:

Bidders should be legally constituted in their country of registration and have the capacity to do business in NIGERIA. Interested companies should be established as a commercial entity for at least three (3) years.

Companies who are interested in doing business with UNHCR Nigeria must fill-up and submit the **Vendor Registration Form (Annex D)** annexed to this document and submit all required documentation. The qualified supplier(s) will be added to the Vendor Database after investigation of suitability based on the submitted **Vendor Registration Form (Annex D)** and supporting documents. The investigation involves consideration of several factors such as: Financial standing; Core business; Track record; Contract capacity.

For companies who are already registered with UNHCR Nigeria, must ensure that the information and documentation (e.g. financial statements; government certificates, licenses and permits; office address; contact details- name, telephone number, email address; etc.) provided in connection with their registration are up to date. Please verify and ensure that your company is registered under its full legal name. To update your profile kindly fill-up the appropriate section of the **Vendor Registration Form (Annex D)** which you are updating.

In order to be eligible for UNHCR Nigeria's vendor registration and be qualified for this and future bidding process using the attached **Declaration of Eligibility (Annex G)**, you must declare that:

- Your company has read, understood and accepts the **UNHCR General Conditions of Contracts for the Provision of Goods and Services, Rev. July 2018 (Annex E)**.
- Your company has read, understood and accepts the **UN Supplier Code of Conduct (Annex F)**
- Your company accepts the **UNHCR standard payment terms of within 30 days** upon satisfactory delivery of goods and/or services, receipt of the invoice (and supporting documents) and acceptance thereof by UNHCR.
- Your company accepts that your offer shall be valid and remain binding for the period of time specified in the tender document.
- Your company (as well as any parent, subsidiary or affiliate companies) is not under formal investigation, nor have been sanctioned within the preceding three (3) years for engaging or having engaged in proscribed practices, including but not limited to: corruption, fraud, coercion, collusion, obstruction, or any other unethical practice;
- Your company undertakes not to engage in proscribed practices (including but not limited to: corruption, fraud, coercion, collusion, obstruction, or any other unethical practice), with UNHCR or any other UN agencies, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to any United Nations agencies.
- Your company has not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against your company that could impair your company's operations in the foreseeable future.

- Your company has no conflict of interest.

BANK ACCOUNT

UNHCR will **not accept** offers from companies that do not have the following required information in the **Vendor Registration Form (Annex D)**:

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

3.2 Content of the TECHNICAL OFFER

The technical details of the products and/or services requested by UNHCR can be found in the **Terms of Reference (ANNEX A1 & 2)**. Your technical bid should clearly disclose any discrepancies with the specifications given. Your technical bid should be concisely presented, using the **Technical Offer Form (Annex C)**.

Important Notice: The Technical offer must be saved as (Technical offer - your company name -----) in a separate folder then submit to the electronic tender box as indicated nigogsupply@unhcr.org

- **ANNEX A:** Terms of Reference – *read and acknowledge by signing on the Technical Offer Form (ANNEX A1 & 2)*
- **ANNEX C:** Technical Offer Form – *please fill-up, sign and submit*
- **REQUIRED SUPPORTING DOCUMENTS**
 - At least two (2) similar contracts/purchase orders completed from the past **3** years.
 - Two References in lieu of Maintenance services and technical skills Certification, Specialized/professional membership or government registration in recognition of work/projects within specified technical field.
- **OTHER REQUIREMENTS:**
 - **Detailed description:** Failure to submit the detailed description (e.g. brand and model, specifications, features) of goods being offered may result in disqualification from the evaluation process. 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.
 - **Packing details:** Case should be designed to facilitate lifting/moving by hand pallet truck, forklift and crane. Packing list to be affixed outside the case in proper waterproof envelope. If needed, additional protective packaging based on industry standards to protect the goods from exposure to extreme weather conditions and unnecessary damage while being transported to the final destination and during storage.
 - **Delivery Lead-time:** In order for UNHCR to have an idea of the expected delivery of the goods, Bidders should indicate how many days it will take to arrive at the final destination upon receipt of order confirmation.

- **INCOTERMS:** The International Chamber of Commerce INCOTERMS 2010 shall apply for this RFQ and for any resulting purchase orders(s). **The applicable INCOTERM shall be: DAP – Cross River and Benue State; Please note that successful bidder will deliver the items at the designated address indicated Above**

Please refer to Annex A (Terms of Reference) for the specific maintenance service and delivery location.

- **Warranty:** Bidders are required to provide defects and liability period with terms of warranty on the products being offered for the services which should be valid for at least twelve (12) months upon delivery to and accepted at the final destination.
- **Country of Origin of the Supplier and Place of Manufacture:** As indicated on Section 3.1 – Content of the Eligibility Requirements – of this RFQ 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 clearly identifying the factory address.

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.

3.3 Content of the FINANCIAL OFFER

Using the provided **Financial Offer Form (Annex B 3 Segment)**, bidders are required to offer an **“detail unit price’s”**.

- **ANNEX B:** Financial Offer Form 3 Segment - *please fill-up, sign and submit.*

Important Notice: The Financial offer must be saved as (Financial offer - your company name -----) in a separate folder then submit to the electronic tender box as indicated nigogsupply@unhcr.org

Notes:

- UNHCR is exempt from all direct taxes and customs duties. With this regard, price has to be given without VAT.
- See **Section 9 – Payment Terms** of this RFQ for more details.

4. PERIOD OF VALIDITY OF OFFERS

Offers shall be valid for a period of **90 calendar days** after the submission deadline as prescribed on **Section 7 “Instructions for Submission of Offers”** of this RFQ. An offer valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, prior to the expiration of the bid validity period, UNHCR may request bidders to extend the period of validity of their offers. The request and the responses shall be made in writing. A Bidder may refuse to extend the validity of its bid in which case the Bidder may withdraw its Bid without any penalty. A Bidder agreeing to the request will not be required or permitted to modify its Bid. All prices shall be fixed until the bid validity period expires before which a contract shall be established.

5. AMENDMENT OF RFQ DOCUMENT

At any time prior to the deadline for submission of offers, UNHCR may amend the RFQ Documents by issuing an addendum. Any addendum issued shall be part of the RFQ Documents and shall be communicated in writing to all interested bidders and/or directly invited by UNHCR to participate in the bidding process.

6. COST OF PREPARING AND SUBMITTING AN OFFER

The Bidder shall bear all costs associated with the preparation and submission of its Offer, and UNHCR shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7. INSTRUCTIONS FOR SUBMISSION OF OFFERS

Quotations should be prepared based on the guidelines set forth in this Request for Quotation, then sent by email to nigogsupply@unhcr.org and no later than: **14th November 2023, 11:59hr Nigeria Time (Submission Deadline)**.

Please note the following guidelines for electronic submissions:

- Your quotation must be written in the **English language** and sent in **PDF format**
- 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 the e-mail subject field:
RFQ/HCR/NIG/23-043_Name of your firm_Number of e-mails that are sent (example: 1/3, 2/3, 3/3).

Example:

RFQ/HCR/NIG/23-043_COMPANY ABC_1/3...2/3....3/3

IMPORTANT:

- Late submissions may be rejected and offers submitted to other than the email indicated above may be overlooked and may not be considered for evaluation.
- It is your responsibility to verify that all e-mails have been received properly before the deadline.

8. EVALUATION OF QUOTATIONS

Offers shall be evaluated based on the following criteria:

- Qualifications and eligibility based on the information and documentary evidence provided in accordance to **Section 3.1 “Content of the Eligibility Requirements”**
- Compliance with the technical requirements based on the information and documentary evidence provided in accordance to **Section 3.2 “Content of the Technical Offer”**
- All-inclusive price offer based on the information and documentary evidence provided in accordance to **Section 3.3 “Content of the Financial Offer”**

9. PAYMENT TERMS

The standard payment terms of UNHCR are **net 30 days** upon satisfactory delivery of goods and/or services, receipt of the invoice (and supporting documents) and acceptance thereof by UNHCR.

All bank charges resulting to payments made to the Supplier by UNHCR Nigeria shall be shouldered by the Supplier;

Any Purchase Order (PO) issued as a result of this RFQ will be made in the currency of the winning offer(s). Payment will be made in accordance to the UNHCR General Conditions of Contracts for the Provision of Goods and/or Services and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR.

10. LIQUIDATED DAMAGES

Please note that - during the implementation of the PO- should the Contractor be in delay, without prejudice to UNHCR's other rights and remedies, UNHCR may, at its sole option, demand liquidated damages for such delay, in an amount equal to **0.3% for each day of delay** beyond the date upon which the Goods were due to be delivered.

11. INSPECTION

Inspection 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: Shall be notified by UNHCR at time of contracting (Purchase order).

12. UNHCR'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

UNHCR reserves the right to accept the whole or part of your Offer.

UNHCR reserves the right to accept or reject any offer, and to cancel the process of competition and reject all offers, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders on the grounds for UNHCR's decision.

UNHCR reserves the right to approach one or more Bidders in order to establish multiple Long-Term Agreements having been awarded as a result of this tender and negotiate directly with the Supplier to cater to future requirements of UNHCR or any other UN agencies.

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.

UNHCR is not bound to select any of the firms submitting the offers 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.

13. POST QUALIFICATION

UNHCR reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in this RFQ, may include, but need not be limited to, all or any combination of the following:

- Verification of accuracy, correctness and authenticity of information provided by the Bidder on the legal, technical and financial documents submitted;
- Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or any other entity that may have done business with the Bidder;
- Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;
- Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of the Purchaser, where available; and

14. 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.

15. UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF SERVICES

Please note that the UNHCR General Conditions of Contracts for the Provisions of Goods and/or Services Rev. July 2018 (Annex E) will be strictly adhered to for the purpose of any future contract.

Thank you for your kind attention.

David Okumali
Supply Officer, Sub Office Ogoja
UNHCR Nigeria Operation

