

DATE: 19/11/2023

INVITATION TO BID: No. UNHCR/SUP/MENA/ITB/2023/063

**FOR THE ESTABLISHMENT OF FRAME AGREEMENT(S) FOR THE SUPPLY
OF POLYURETHANE FOAM MATTRESSES TO UNHCR MENA REGION**

CLOSING DATE AND TIME: 7/01/2024 – 23:59 hrs. Amman Local 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 six 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 60 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), MENA Bureau, invites qualified suppliers to make a firm offer for the establishment of one (1) or more Frame Agreement(s) for the supply and delivery of polyurethane foam mattresses to the UNHCR MENA region.

IMPORTANT:

The Technical Specification are detailed in Annex A of this document.
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UNHCR may award Frame Agreement(s) with an initial duration of two (2) years, potentially extendable for a further period of one (1) year, subject to operational needs. The successful bidders will be requested to maintain their quoted pricing model fixed for the entire duration of the agreement.

The estimated annual requirement of UNHCR operations is detailed in the Technical Specification **Annex A**.

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 a minimum quantity of the goods. Quantities may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders against the Frame Agreement(s).

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 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 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 for provision of Goods and Services (Annex E).

QUALITY CONTROL THROUGHOUT THE FRAME AGREEMENT:

UNHCR may 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. Quality Control (QC) inspection shall be conducted with regards to items technical specifications and Acceptable Quality Level (AQL).

For potential dispute cases regarding the quality of items which shall be delivered to UNHCR, the organization will keep reference samples for further required testing. Therefore, suppliers and manufacturers are requested to ensure that the quality of dispatched items fully comply with UNHCR technical specifications and requirements.

In cases of discrepancies of products, in addition to applicable compensation, clauses as may be defined in the respective AQLs, the additional inspection and/or laboratory costs will be charged to the supplier.

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.

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 completed, signed and submitted in the technical offer*)
- Annex C: Financial Offer Form (*To be completed, signed and submitted in the Financial offer*)
- Annex D: Vendor Registration Form (*To be completed, signed and submitted in the technical offer*)
- Annex E: UNHCR General Conditions of Contracts for the Provision of Goods and Services (*To be signed and submitted in the technical offer*)
- Annex F: UN Supplier Code of Conduct (*To be signed and submitted in the technical offer*)

- Annex G: Confirmation on vendor sanction (*To be completed, signed and submitted in the technical offer*)
- Annex H: E-TenderBox Supplier Registration Guide
- Annex I: E-TenderBox Supplier User Manual

2.2 **ACKNOWLEDGMENT**

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

- Your confirmation of receipt of this ITB
- Whether or not you will be submitting a bid
- The source where you have acquired this tender document (e.g. E-Mail, UNHCR Office, Friend etc.)

2.3 **REQUESTS FOR CLARIFICATION**

Bidders are required to submit any request for clarification or any question in respect of this ITB by e-mail to Mr. Shadi Jarbou, Supply Associate at jarbous@unhcr.org and Ms. Giorgia Anesin, Supply Officer at ANESIN@unhcr.org. **The deadline for receipt of questions is 23:59 hrs. Amman Local Time on 03/12/2023.** Bidders are requested to keep all questions concise.

All questions asked by bidders and their answers will be timely sent to all those email IDs from where questions were received as well as these will be uploaded on the same websites where the tender documents are made available.

IMPORTANT: Please note that Bid Submissions are NOT to be sent to the e-mail address above. Bids should be sent ONLY via the eTenderBox tool or to RB MENA Supply mailbox jorrbmbid@unhcr.org.

2.4 **YOUR OFFER**

IMPORTANT:

Cancellation of Solicitation: UHCR 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 will result in disqualification of the offer.

Please upload your bid directly to **eTenderbox** as explained in the "Submission of Bid" section 2.6 of this ITB or sent to RB MENA Supply official mailbox jorrbmbid@unhcr.org.

Your offer shall comprise the following two sets of documents:

- Technical offer
- Financial offer

Both the above parts of the offer must be submitted **separately**.

IMPORTANT:

Please carefully read the e-TenderBox user manual attached as Annex-H & I for submission of your technical and financial proposals.

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 specification of the requested product can be found in **Annex A**.

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

1. Description of the company and the company's qualifications

a. A description of your **company profile** with the following information and documentation:

- Core business, year founded, headquarter location, other branch's locations, company management structure;
- Submission of a copy of the valid business commercial company registration certificate.
Offers without the above-mentioned licenses/certificate might not be further assessed.
- In case of bid's submission through joint venture, the bidder shall submit as part of the technical offer the joint venture agreement, if available. If the agreement is not available, the bidder shall submit as part of the technical bid a written confirmation with the commitment to submit the Joint Venture agreement and clarification on the leading company within one (1) week upon contract's award.
- Contact details of at least three (3) current or former client for reference check (references from UN/NGO agencies is considered an advantage);

2. Technical Specification, production and delivery capacity:

- Submission of brochure with pictures and technical specifications of the offered items.
Offers without the above-mentioned technical brochure might not be further assessed.
- **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 in Annex B any discrepancies with the specifications given.
- **Warranty:** The bid shall include information on material defects and liability period with terms of warranty for each item, where applicable. Minimum acceptable warranty against the manufacturing defects is 1 year from the date of receipt of the items.
- **Country of Origin of the supplier and place of Manufacturer:** The technical offer shall state the country origin in which the supplier is registered as well as the country and place of manufacture of the products.
- **Certificate:** The bidder must submit a copy of **quality assurance certificates** for the offered items (preferably internationally recognized quality certificate like ISO or equivalent and/or quality certificate issued by the authorized State Quality Certification Agency of the country of Manufacture **of the finished product issued by or on behalf of the**

manufacturer). The bidder must also submit a copy of the certificates or laboratory test results to evidence compliance with the requirements listed under the table on page 2 of Annex A. i.e.:

- a) recycled components of the material(s) of the polyol
- b) PU foam density
- c) Indentation Load Deflection (ILD)
- d) SAG factor
- e) Air flow
- f) Impact resilience
- g) Microbiology

Offers without the above-mentioned certificates/laboratory test results might not be further assessed.

- If available, a copy of the ISO 14001:2015: Environmental managing systems, ISO 9001:2015: Quality Management systems, and ISO 26000: Guidance on social responsibility.
- **Sample:** All offers must be submitted together with the sample.

SAMPLES :

Submission of sample(s) is a mandatory requirement constituting a part of the preliminary (eligibility) evaluation process. **Failure to timely submit the sample will lead to disqualification of the offer.** The Bidders are required to submit one (1) sample of mattresses offered of 30 x 30 CM size.

The samples will be examined for conformity with the technical specifications detailed in **Annex A – Technical Specifications** attached hereto.

Samples shall be provided free of charge with no guarantee that they will be returned by UNHCR unless the vendor agrees to take them back “as-is” and pays for their return, if applicable. UNHCR shall give no guarantee as to the condition of the samples upon completion of possible testing and the follow-on technical evaluation process.

The sample must contain a label of marking which can clearly identify the Bidder’s name and the tender reference number **UNHCR/SUP/MENA/ITB/2023/063**.

Each Sample must accompany two (2) copies of delivery note on the letter headed paper of the Bidder, of which one copy will be returned as receipt confirmation to the Bidder after signature of the UNHCR staff responsible for receiving the samples and another copy with be kept with UNHCR for records and future reference.

Bidders must send the samples to the following address:
UNHCR United Nations High Commission for Refugees REGIONAL BUREAU
Prs. Basmah street n. 177, Amman, Jordan
Tel: + 962 (06) 510 0460
Focal point: Shadi Jarbou, Supply Unit.

Deadline for delivery of samples – 07/01/24 – 16:00 hrs. Amman Local Time.

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

- **Packing details:** The technical offer shall clearly indicate the packing options (e.g. pieces per unit volume, etc.) to be provided in **Annex B** to this ITB. Goods must be adequately packed to meet the requirements of the transport mode stipulated in Annex A and to withstand any rough handling during transit to final destination. The most common Polyurethane Foam Mattress packing to be as bundles, standard packing is required. Each bundle to have the same quantity.
- **Mobilization Time:** The bidder shall state the needed mobilization lead time for 5,000 pieces, meaning the time needed for a Qty of 5,000 pieces to be delivered at UNHCR warehouse in the countries mentioned technical specification **Annex A**, including time for production and if applicable for international transport.
- **Daily Production Capacity:** The bidder shall state the quantity that can be produced per day. Bidder must have a capacity to produce minimum of Qty 1,000 pieces per day to be deemed technically compliant.
- **Delivery Capacity:** The bidder shall state the 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. **The minimum acceptable lifespan is five (5) years.**
- **Storage Capacity and Emergency Response:** Bidders shall confirm their availability to maintain an emergency stock of quantity in their premises at no extra cost and without prior commitment from UNHCR, which can be used for rapid deployment to UNHCR emergency operations in MENA region.
- **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.
- **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.
- **Alternative Products:** No alternative products will be accepted.

LIQUIDATED DAMAGES:

During the implementation of the contract, 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 as specified in the purchase order. For this purpose, UNHCR may **withhold payments** up to 10% of a purchase order value until all disputes are settled or as liquidated damages for the failure of the supplier's performance.

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 quoted pricing models must remain unchanged for the entire duration of the Frame Agreement. The financial offer must cover all the goods to be provided (price "all inclusive").

The bidders may quote for one or more lots (different countries), but for all locations within the same country.

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. With this regards, price has to be given without VAT.

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

Unit costs: The bidder shall quote the all-inclusive **Ex-works, DAP, and DDP** unit price for complete lot for mentioned in Annex C

The supplier is expected to deliver the goods to the specified to the specified location according to the selected Incoterms. All taxes payable needs to be settled in full by the supplier according to the selected Incoterms.

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 has to match with the bank account.

لا ينظر بالعروض المقدمة من الشركات التي لا تمتلك حسابا مصرفيا تجاريا أو في حال عدم تطابق اسم الشركة الوارد في السجل التجاري مع اسم الحساب المصرفي

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. UNHCR's standard payment terms are within 30 days after satisfactory implementation and receipt of documents in order. 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. 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. 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. For the award of this frame agreement(s), UNHCR has established evaluation criteria which govern the selection of offers received. Evaluation is made in three (3) steps (**Eligibility documentation, Technical, Financial**) described in the following sections.

2.5.1 Eligibility and Commercial/Registration Documentation Check:

A prerequisite for any supplier to be deemed eligible for an award of contract is, that the company is not, or not associated with a company or individual, under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Consolidated United Nations Security Council Sanctions List, available at: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list#entities>.

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 following are the criteria based on which UNHCR decides if a company has the basic eligibility to be considered for a contract award:

ELIGIBILITY CRITERIA	Evaluation
Submission of valid business commercial company registration Certificate	Pass/Fail
Valid business bank account as per para 2.4.2	Pass/Fail
Company not on the United Nations Security Council Sanctions List (Annex G)	Pass/Fail

The bidder passing the above verification will be recommended for further evaluation.

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:

TECHNICAL CRITERIA	Evaluation
Submission of one (1) sample (30x30 cm size)	Pass/Fail
Submission of a brochure with pictures and technical specifications of the offered items	Pass/Fail
Submission of quality assurance certificates for the items and certificates or laboratory test results to evidence compliance with the requirements listed under the table on page 2 of Annex A.	Pass/Fail
Items compliance with the specifications and requirements set in Annex A, including warranty, shelf life and lifespan	Pass/Fail
Availability of Emergency response inventory of 5,000 pieces ready for dispatch at any given time of the year	Pass/Fail
Daily production capacity is not less than 1,000 piece/day	Pass/Fail

2.5.3 Financial evaluation:

The financial component will be analyzed only for those suppliers that pass the technical evaluation for all items in the offered Lot(s). Financial bids from pre-qualified suppliers will be evaluated based on:

- **Unit price** competitiveness according to the given Incoterms.
- **Delivery lead time**

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.

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.

Award: The frame agreement(s) will be awarded to the bidder(s) submitting the **qualified lowest cost bid(s) in response to the ITB.**

IMPORTANT: The Agency may split the award for each of the offered lot.

2.6 Performance evaluation:

The above will be followed, during the implementation of the contract, by performance evaluation as a supplier such as:

- o Satisfactory delivery of goods
- o Random / periodic testing of the supplier's products,
- o Ability to respond to emergency needs,
- o Lead time and timely delivery,
- o Dependability of products and services (no damages and losses),
- o Accuracy of invoices.
- o Compliance with minimum sustainability requirements

2.6 SUBMISSION OF BID:

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

Bids should be submitted by uploading bid documents to the eTenderBox tool (URL: <http://etenderbox.unhcr.org>) or by sending them to the RB MENA Supply official mailbox (i.e. jorrbmbid@unhcr.org).

IMPORTANT:

The technical offer and financial offer are to be uploaded as **separate** documents/emails. Failure to do so may result in disqualification. Bids submitted by other means or sent to any UNHCR email address will result in disqualification of the offer

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 H and I to this RFP.

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.

SUBMISSION DEADLINE: 7th January 2024, 23:59 hrs. Amman Local Time.

IMPORTANT: 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. UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective bidders simultaneously.

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.

2.7 BID ACCEPTANCE:

UNHCR reserves the right to accept the whole or part of your bid or allow split or partial awards on this project.

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 Services.

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.

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 Provision of Goods and 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 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.

Guadalupe
Perez Casares

Digitally signed by
Guadalupe Perez Casares
Date: 2023.11.13 15:47:35
+03'00'

Guadalupe Perez Casares
Snr. Supply Coordinator
UNHCR RB MENA