



UNHCR

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

DATE: 28 February 2019

**INVITATION TO BID: No. HCR/IRQ/BGD/2019/SUP/ITB/096
FOR THE ESTABLISHMENT
OF A FRAME AGREEMENT FOR SUPPLY OF LAPTOPS**

CLOSING DATE AND TIME: 28 March 2019 – 23:59 hrs, Baghdad, Iraq 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) in Iraq, Baghdad Office, invites qualified suppliers to make a firm offer for the establishment of Frame Agreement(s) for supply of laptops.

IMPORTANT:

Technical specifications of the items are detailed in Annex B of this document.

UNHCR may award Frame Agreement(s) for an initial duration of 2 (two) years, potentially extendable for a further period of 1 (one) year. 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 100 pieces (one hundred) of laptops.

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 90 days (3 months) notice, in writing to the other party.

The initiation of conciliation or arbitral proceedings in accordance with **article 18** "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.

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: Calendar of activities
- Annex B: Technical Specifications *(to be completed and signed as part of technical offer)*
- Annex C: Financial Offer Form *(to be completed and signed as part of financial offer)*
- Annex D: Vendor Registration Form *(to be completed and submitted as part of technical offer)*
- Annex E: UNHCR General Conditions of Contracts for the Provision of Goods (2018)
- Annex E1: UNHCR General Conditions of Contracts for the Provision of Goods – Arabic Version (2018)

2.2 ACKNOWLEDGMENT

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

IMPORTANT:

Failure to send the above requested information may result in disqualification of your offer from further evaluation.

2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification in respect of this ITB by e-mail to Baghdad Supply Generic Email at IRQBASUP@unhcr.org.

The deadline for receipt of questions is 23:59 hrs, Baghdad, Iraq time on 12 March 2019.

IMPORTANT:

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

UNHCR will compile the questions received. UNHCR may, at its discretion, copy any reply to a particular question to all other invited bidders at once.

Within a week after the deadline for receipt of questions, all questions asked by bidders and their answers will be sent to all those email ids from where questions will be received as well as these will be uploaded on the same UNGM link where the tender documents are made available.

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.

The submission of your bid constitutes the acceptance accepting UNHCR General Conditions of Contracts for the Provision of Goods (July 2018 version) (Annex E and Annex E1) by your company.

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 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 B**.

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.

Registration: The Bidder shall be registered in Iraq. UNHCR transfer payments to the bank accounts registered in the companies' names;

Experience: Possess reasonable experience in the field of the requested goods and or service;

Vendor Registration Form: If your company is not already registered with UNHCR, you should complete, sign and submit with your technical offer the Vendor Registration Form (Annex D);

Incoterms: The International Chamber of Commerce Incoterms 2010 shall apply for this ITB and for any resulting purchase orders(s). The delivery place in the case of this tender is DAP UNHCR Warehouse II in Baghdad, Iraq;

Warranty: The Technical Offer shall include the statement of the bidder on the manufacturer's defects and liability period with terms of warranty for at least 12 months.

Certificate of origin: The bidder shall submit a copy of certificate of origin upon signature of the PO, however it is recommended to provide the document with the Technical Offer as well.

2.4.2 Content of the FINANCIAL OFFER

Your separate **financial offer** must contain an overall offer in a single currency, in US Dollars.

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.

The following details shall be provided for each item:

Unit cost: The bidder shall quote the unit price including delivery up to UNHCR Warehouse II in Baghdad, Iraq on the DAP basis, this means that the supplier is responsible for delivery and offloading of the order at final destination.

The warehouse address is the following:

UNHCR Warehouse II in Baghdad

Baghdad Awarag Area, Al-Alaf Street, Iraq

Tel: +964 780 921 7323 / +964 780 195 8474

The component of the price must remain unchanged for the duration of the Frame Agreement (2+1 years).

Tax Exemption: UNHCR is exempt from all direct taxes and customs duties. With this regards, price has to be given without VAT.

Bid Validity: 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. The prices quoted in the Supplier's offer will remain valid for the duration of the Frame Agreement.

UNHCR Payment Terms: UNHCR's standard payment terms are within 30 days after satisfactory implementation and receipt of documents in order.

Miscellaneous: 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:

- Ability to respond quickly to Agency's needs,
- Timely delivery

2.5.2 Technical and Financial evaluation:

Technical bids will be evaluated based on Pass/Fail criteria as shown below:

EVALUATION CRITERIA	Pass/Fail
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Registration with the government of Iraq	The Bidder shall be registered in Iraq. UNHCR transfer payments to the bank accounts registered in the companies' names	Pass/Fail
Experience: Possess reasonable experience in the field of the requested goods and or service	Has the bidder supplied similar items in the past (with proof of delivery i.e. Purchase Orders, Copy of contracts, GRNs, etc.), minimum 3 contracts of similar nature in the past	Pass/Fail
Compliance with technical specifications including delivery terms and warranty period	Do the offered specifications conform to required specifications as per Annex B?	Pass/Fail

To be technically qualified all criteria must be satisfied.

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.

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.).

Bid must be sent by e-mail ONLY to: IRQBABIDS@UNHCR.ORG.

IMPORTANT:

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

Deadline: 28 March 2019, 23:59 hrs Baghdad, Iraq 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 **[20] 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/IRQ/BGD/2019/SUP/ITB/096
- Name of your firm with the title of the attachment
- Number of e-mails that are sent (example: 1/3, 2/3, 3/4).

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 Offer has been qualified 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 reserves the right to sign one or more contracts with one or more bidders.

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 UNHCR General Conditions of Contracts for the Provision of Goods (2018) (**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.

2.10 ZERO TOLERANCE POLICY

Please note that UNHCR strictly adheres to zero tolerance policy and as such, advises to its Suppliers not to offer any gifts, favor, hospitality, commission, etc. to UNHCR Staff. Any Supplier found to be offering gifts, favor, hospitality, commission, etc. to UNHCR Staff will be placed on United Nations sanctioned list and UNHCR will not do business with them anymore.




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