

DATE: 24/08/2017

INVITATION TO BID: No. /HCR/IRQER/2017/SUP/ITB/054

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

**PROVISION OF MAINTENANCE AND REPAIR SERVICES FOR UNHCR VEHICLE FLEET
IN THE KURDISTAN REGION OF IRAQ**

CLOSING DATE AND TIME: 24/09/2017 – 10:00 HRS 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), Erbil Office, invites qualified suppliers to make a firm offer for the establishment of Frame Agreement(s) for the Provision of Maintenance and Repair Services including Supply of Spare Parts to UNHCR Vehicle Fleet (Armored & Standard) at KRI (referred to hereinafter as goods).

IMPORTANT:

Exact technical specification (Bill of Quantity) 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. The successful bidders will be requested to maintain their quoted price model for the duration of the Frame Agreement(s).

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 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 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: | Term of Reference (ToR) / to be acknowledged |
| Annex B: | Financial Offer Form / to be submitted |
| Annex C: | Vendor Registration Form / to be submitted |
| Annex D: | UNHCR General Conditions of Contracts for the Provision of Goods and Services / to be submitted (<i>must be signed and stamped to confirm acceptance</i>) |
| Annex E: | UN Supplier Code of Conduct / to be submitted (<i>must be signed and stamped to confirm acceptance</i>) |

2.2 ACKNOWLEDGMENT

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

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

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 Siham Abdelhakam, Supplier Officer at Abdelhak@unhcr.org. **The deadline for receipt of questions is 10:00 hrs Iraq time 17/09/2017.**

IMPORTANT:

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

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 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 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:

Qualifying Criteria in order to establish qualification of the bidders

1. Company Profile: Description of the company and the company's qualifications (contract capacity): A description of your company with the following information:
 - Year founded and type of firm (e.g. Manufacture, Distributor, Reseller);
 - If multi location company, specify locations of presence in the Country.
2. Iraq Company Registration Certificate;
3. The Service provider shall be an authorized dealer of Toyota in KRI
4. Documentary evidence of a minimum of 2 purchase orders / contracts awarded and served within the past 2 years proving same services and products;
5. List and addresses of offices/workshops in KRI, including working day and hours;

6. 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 C).
7. 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 D.
8. Certificate: If available, the bidder shall submit a copy of internationally recognized quality certificate for the offered services/products.

IMPORTANT:
Pre-qualification of samples

Site visit and sample check may be performed by UNHCR team in order to confirm the product(s) offered meet the requirements and compliant with the standards stated in Annex A "Terms of Reference".

- ✓ **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:

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 send in addition to an offer for the standard items requested.

2.4.2 Content of the FINANCIAL OFFER

Your separate **financial offer** must contain an overall offer in US Dollars.

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

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:

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

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. 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:**

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.

The **Technical offer** will be evaluated using **Pass/Fail** method as per below **evaluation criteria**

1. Full Compliance and Acceptance of Bid with Annex-A Terms of Reference (ToR);
2. The Service provider shall provide warranties for all services performed;
3. Proven previous relevant experience and core business in similar services;
3. Availability of Fuel Station branches in KRI 3 Governorates;
4. Offer validity: (180) days from closing date of this tender
5. Acceptance of UNHCR General Terms and Conditions for provision of Goods and Services (must be signed and stamped to confirm acceptance).

The **Financial offer** will be evaluated using lowest price offer

2.6 **SUBMISSION OF BID:**

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

Bids must be submitted by e-mail¹ 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.). The Technical and Financial offers shall be clearly separated.

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

IMPORTANT:

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

Deadline: 24/09/2017, 10:00 hrs Iraq Time.

IMPORTANT:

Any bid received after this date or sent to another UNHCR address will 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 [8] 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 - **ITB/HCR/IRQER/2017/SUP/ITB/054**
- 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 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 Services 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 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

Name: Gerard Moya

Title: Senior Supply Officer

Supply Section

UNHCR Erbil, Iraq

