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

DATE: 21/05/2020

REQUEST FOR PROPOSAL: No. 2020/RFP/009

FOR THE ESTABLISHMENT OF A FRAME AGREEMENT FOR THE PROVISION OF eTUTORING SERVICES FOR UNHCR LEARNING PROGRAMMES: CERTIFICATION PROGRAMME IN PROGRAMME MANAGEMENT (CPPM) OPERATIONAL DATA MANAGEMENT LEARNING PROGRAMME (ODMLP)

CLOSING DATE AND TIME: 16/07/2020 – 23:59 hrs CEST

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 some 10,966 people in more than 130 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), Global Learning and Development Centre (GLDC) invites qualified service providers to make a firm offer for the establishment of a Frame Agreement for the provision of eTutoring services for UNHCR learning programmes: Certification Programme in Programme Management (CPPM) AND Operational Data Management Learning Programme (ODMLP), referred to hereinafter as services.

IMPORTANT:
Terms of Reference (TOR) are detailed in Annex A of this document.

UNHCR may award Frame Agreement(s) with an initial duration of 3 (three) years, potentially extendable for a further period of 2 (1+1) years. The successful bidder(s) will be requested to maintain their quoted price model for the duration of the Frame Agreement(s).

Please note that any 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 services. 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 30 days' 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 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 (RFP) 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 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 (TOR)
Annex B: Financial Offer Form
Annex C: Vendor Registration Form
Annex D: UNHCR General Conditions of Contracts for the Provision of Services – *July 2018*

2.2 ACKNOWLEDGMENT

We would appreciate you informing us of the receipt of this RFP by return e-mail to budavari@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 or any question in respect of this RFP by e-mail to Akos Budavari, Supply Associate at budavari@unhcr.org. **The deadline for receipt of questions is 23:59 hrs CEST on 04/06/2020.** Bidders are requested to keep all questions concise.

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. (Submission details are provided under 2.6)

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 and/or posted on the UNHCR website.

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 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 (TOR)** of the services requested by the UNHCR 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, supported with examples:

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

- A description of your company with evidence of your company's capacity to perform the services required, including: Company profile, registration certificate and last audit reports
- 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
- General company qualifications & detailed demonstration of the company understanding of humanitarian sector
- Recent relevant experience in successful completion of similar projects (including tutoring, tutor coordination and distance learning programme administration)
- Three or more letters of reference, with contact information
- Demonstrated experience with tutoring learning programmes for large group of learners

Include any information that will facilitate our evaluation of your company's substantive reliability, financial and managerial capacity to provide the services.

B. Understanding of the requirements for services, proposed approach, solutions, methodology and outputs

The description of your proposed services should be elaborate, but not necessarily be limited, to the following areas:

- Proposed approach and methodology for tutoring deliverables (eg. quality assurance of feedback mechanisms; communication principles)
- Proposed approach and methodology for administrative deliverables (eg. tutor selection and training, coordination, communication, reporting,…)
- Compliance to the requirements stated on the TOR.

C. Proposed personnel to carry out the assignment

- Relevant academic background of tutors and languages covered
- Experience of proposed tutors, administration and project management team

The technical proposal should mirror the structure of this TOR. The volume of the technical proposal, excluding the CVs, should not exceed 15 pages.

No substitutions shall 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. 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.

D. 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**). If selected, the vendor(s) will be requested to formally register through UNHCR Supplier Portal.

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

E. 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 is to be submitted as per the Financial Offer (**Annex B**). 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.
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 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.

2.5.1 Supplier Registration:

The qualified supplier(s) 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 made on a technical and financial basis. The percentage assigned to each component is determined in advance as follows:

The **Technical offer** will be evaluated using inter alia the following criteria and percentage distribution: **70%** from the total score:

Company Qualifications	• General company qualifications & number of years in tutoring business; company understanding of humanitarian sector and UN operations; capacity to deliver tutoring services	5
	• Similar tutoring references demonstrating relevant experience in specialized knowledge	5
	• Experience in learning programme administration and tutoring coordination	5
Proposed Services	• Proposed services plan: quality assurance of administrative deliverables	20
	• Proposed services plan: quality assurance of tutoring deliverables	20
Personnel Qualifications	• Experience of proposed tutors, administration and project management team; languages covered (English and French)	15
Total		**70**

The technical criteria will be subject to minimum passing weighted score of 42 out of 70; if a bid does not meet these minimums it will be deemed technically non-compliant and will not proceed to the financial evaluation.

Furthermore some technical criteria will be subject to minimum passing scores; if a bid does not meet these minimums it will be deemed technically non-compliant and will not proceed to the financial evaluation.

Remark: The Technical offer score will be calculated according to the percentage distribution for the technical and financial offers.

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.

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

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:

Bids should be submitted by file upload to eTenderBox, the online bid registration tool of UNHCR.

The eTenderBox can be accessed via the following URL: http://etenderbox.unhcr.org

In order to use eTenderBox, registration on the website is required. This registration is exclusively for eTenderBox and does not replace any other registrations for UNHCR applications. One Supplier should have only one registered email account in the system. Therefore, the Supplier must use only one 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. Registration Guide and User Manual of eTenderBox are available at the above URL.

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.

Allowed extensions for files to upload are .doc, .docx, .xls, .xlsx, .rtf, .png, .jpg, .jpeg, .pdf, .txt, .zip. .ppt, .pptx, .bmp, .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 has to 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.

IMPORTANT:
The tender deadline displayed on eTenderBox is always in the user's local time zone. Therefore, no further time difference calculation is needed in order to define the deadline of the tender. Please always consider the above before submitting your offer and make sure that all documents are uploaded and submitted to eTenderBox well before the tender deadline.

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. In order to ensure the safe submission of the full and final offer, it is recommended to have all files uploaded well before the tender deadline.

In case of technical query/issue regarding the eTenderBox, please send an email to the following helpdesk email address: hqsmsbid@unhcr.org

Deadline: 16/07/2020, 23:59 hrs CEST

IMPORTANT:
Any bid received after this date or sent to a 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 the bid has been received properly, including all relevant documents before the deadline.

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.

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 or ILO business owner.

2.9 UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF SERVICES

Please note that the UNHCR 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.

Fabrizio Bertora,
Chief of Section, HQ Procurement
Procurement Service
UNHCR GSC