

ADDENDUM I

DATE: 06/11/2023

REQUEST FOR PROPOSAL: No. RFP/GRC/2023/003

for the Establishment of Frame Agreement(s) for the Provision of Telecommunication Services for UNHCR in Greece

**Extension of Submission Deadline - CLOSING DATE AND TIME:
10/11/2023 – 23:59, Greek 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 five decades, the agency has helped tens of millions of people restart their lives. Today, UNHCR now has more than 16,765 personnel in more than 138 countries and has helped more than 50 million refugees to successfully restart their lives. 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 Greece invites qualified service providers to make a firm offer for the establishment of a Frame Agreement(s) for the provision of telecommunication services for UNHCR offices in Greece (referred to hereinafter as services).

IMPORTANT: Terms of Reference (ToRs) are detailed in Annex A (part 1 and part 2) of this document

UNHCR may award this service contract with initial duration of (1) year potentially extendable for another year. The successful bidders will be requested to maintain their quoted price model for the duration of the Frame Agreement.

The estimated annual requirement of UNHCR is specified in Annex A part 2.

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 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 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 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 E**).

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 RFP:

- Annex A: Terms of Reference (part 1 & part 2)
- Annex B: Technical Offer Form
- Annex C: Financial Offer Form
- Annex D: UNHCR Vendor Registration Form.
- Annex E: UNHCR General Conditions of Contracts for the Provision of Goods and Services – 2018
- Annex F: UN Supplier Code of Conduct
- Annex G: eTenderBox Registration Guide
- Annex H: eTenderBox Supplier User Manual

2.2 Acknowledgment

We would appreciate your informing us of the receipt of this RFP by return e-mail to UNHCR Supply Unit at [UNHCR Greece Procurement greatprocure@unhcr.org](mailto:UNHCR_Greece_Procurement_greatprocure@unhcr.org) as to inform us:

- Your confirmation of receipt of this RFP
- Whether or not you will be submitting a proposal

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 UNHCR Supply Unit at [UNHCR-Greece Procurement greatprocure@unhcr.org](mailto:UNHCR-Greece-Procurement-greatprocure@unhcr.org). The deadline for receipt of questions is 29/10/2023 23:59 hrs local. Bidders are requested to keep all questions concise.~~

~~UNHCR will compile the questions received and will respond to these through a Q&A document that will be published on the UNHCR webpage <https://www.unhcr.org/gr/tenders>~~

IMPORTANT:

~~Please note that Bid Submissions are **NOT** to be sent to the e-mail address above. Failure to comply with this provision may result in disqualification.~~

Deadline for clarifications passed. Clarifications published on 06/11/2023.

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.

Certificates, Tax and Insurance clearance and any other document issued by the Greek -Authorities can be submitted in Greek (no need to translate it in English). The rest of the proposal and the offer must be prepared and submitted in English as per the tender document.

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 RFP.

Your offer shall comprise the following two sets of documents:

- **Technical offer – Annex B**, submitted by your company responding to the ToRs in **Annex A (part 1 and part 2)**
- **Financial offer**, provided in **Annex C (signed pdf file and in excel form)**

Note: The two offers should be submitted as separate documents in separate emails.

2.4.1 Content of the TECHNICAL OFFER

The technical offer form (Annex B) shall be submitted to make reference to the page where it is mentioned the requested information.

The Terms of Reference (ToRs) of the services requested by UNHCR can be found in **Annex A (part 1 and part 2)**. Your technical offer should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

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.

- **Certificates // Score Pass / Fail**
 - a) Registration certificate to the Chamber of Commerce
 - b) License of The Hellenic Telecommunications and Post Commission (EETT)
- **Description of the company and the company's qualifications // Score 3 out of 70**
A description of your company with the following documents:
 - Company profile
 - Three (3) references (from major clients) signed indicating previous satisfactory performance on the provision of similar services
 - Rest of Documentation
 - Description of the company
 - Year of establishment
 - HQs base, branches/multilocation
 - Hellenic or International company
 - Last audit reports
 - Socially conscious / csr / environmental policy
 - Copy of business registration
 - Contact information, including a valid phone number and email address
 - Tax registration certificate and / or taxisnet printing of business activities codes, any other document deemed necessary according to the local legislation and the type of business
 - Include any information that will facilitate our evaluation of your company's substantive reliability, financial and managerial capacity to provide the services
- **Coverage // Score 5 out of 70**
 - National Network Coverage as per the ToR (Annex A), 5G coverage, 4GG Coverage, please provide detailed map
 - International Network Coverage, the bidder shall provide a list of countries where the network can operate with roaming services
- **Understanding of the requirements for goods, services, proposed approach, solutions, methodology and outputs // Score 58 out of 70**
 - Compliance to the requirements stated on the ToR Rate plan mobile requirements met (related to mobile national calls, fixed national calls, al calls within UNHCR, sms to all national providers, International Calls, data
 - Automatic barring upon airtime and data consumption (post-paid & pre-aid numbers)
 - Roaming Services met
 - Roaming Pricelist per Zone, provided
 - Roaming automatic barring upon airtime and data consumption (post-paid & pre-aid numbers)
 - Automatic barring on Roaming Services on initial activation of SIM Card
 - Automatic barring on all mobile lines for international calls in countries outside the free airtime Zone
 - Full specifications & model types for proposed (5G / 4G) data equipment
 - Remaining balance information through web / apps with end-user ease of access
 - Remaining balance information through SMS / Call with end-user single outgoing SMS
 - Activate new post-paid & pre-paid lines within 24 hours

- Change of rate plan within 72 hours
 - Landline services requirements met (internet speed, rate-plans, excavation / installation costs)
 - Activation of new fixed line within 15 calendar days, maximum 30 calendar days
 - Maximum Landline transfer to new address, 15 calendar days
 - All UNHCR data should be secure
 - Billing data should be available for download (in .xlsx format)
 - Unique invoice number and date
 - Specific account number per contract type
 - SLA Agreement
 - Architecture diagram of the fiber network should be provided indicating how the UNHCR office link will be connected to the backbone and internet
 - SMS notification in English
 - "No deactivation fee in any contract duration type //
 - Alternatively ability to alter to zero (0) cost rate-plan"
 - "Third party services & 5-digit numbers with any charges should be barred on initial activation
 - (mobile services)"
 - Line quality technical specifications provided
- **Customer Service // Score 4 out of 70**
- Description of customer service support on 24/7 basis
 - Availability of focal points for UNHCR and responsive time by the company after the issue is reported by UNHCR.
 - Creation of corporate account

The below administrative documentation should be also included in the Technical Offer and will be assessed by the Supply Unit for the suppliers that are not registered with UNHCR:

a) 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 submit an empty Vendor Registration Form clearly indicating your UNHCR Vendor ID.

b) UNHCR General Conditions of Contracts for the Provision of Goods and Services- 2018

Your technical offer should contain your acknowledgement of the UNHCR General UNHCR General Conditions of Contracts for the Provision of Goods and Services by signing **Annex E**.

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

c) UN Supplier Code of Conduct

Your technical offer should contain your acknowledgement of the UN Supplier Code of Conduct by signing (**Annex F**)

2.4.2 Content of the FINANCIAL OFFER

Your separate **Financial Offer** must contain an overall offer in 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 Form (Annex C). Bids that have a different price structure may not be accepted.

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

You are requested to hold your offer valid for 120 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 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 not be considered. Previous contracts with UNHCR will not be considered 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. If your company is not already registered with UNHCR, you should complete, sign and submit with your technical proposal the Vendor Registration Form (**Annex E**), with all the following supporting documents:

- Tax Registration;
- Insurance Clearance Certificate, and Tax Clearance Certificate or Certificate of Tax Exemption, if any such privilege is enjoyed by the Bidder
- Status of the company;
- Bank account details (bank account number and beneficiary);
- Any other document attesting commercial capacities and sound management (last audit report and audited financial statements for companies with transactions more than \$150,000), if applicable
- Certificate of Registration of the business in the relevant Chamber
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country;
- Trade name registration papers, if applicable;

The vendor registration form (**Annex E**) should be signed by the legal representative of the company, as indicated in the status of the company document.

Failure to provide the abovementioned documentation, might lead to disqualification.

2.5.2 Technical evaluation

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. 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%** of the total score.

S.N	Criteria	Percentage
1	a) Registration certificate to Chamber of Commerce b) License of The Hellenic Telecommunications and Post Commission (EETT)	MANDATORY
2	Description of the company and the company's qualifications	03
3	Network Coverage	05
4	Understanding of the requirements for services	58
5	Customer services	04
	Total points	70

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

The cut-off point for submissions to be considered technically-compliant will be **45 points out of 70 points**

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 based on a pre-defined financial scenario. All other price offers will receive points in inverse proportion to the lowest price; e.g., [total Price Component] x [EUR lowest] \ [EUR other] = points for other supplier's Price Component.

For evaluation purposes only, the offers submitted in currency other than EUR will be converted into EUR using the United Nations rate of exchange in effect on the date the submissions are

due.

2.6 SUBMISSION OF BID:

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

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 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.

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.).

The Technical and Financial offers shall be clearly separated.

For further guidance please refer to Annexes A to H.

IMPORTANT:

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

NEW SUBMISSION Deadline: 10/11/2023 – 23:59 hrs local Greek time

Please be aware of the fact that the maximum **size limit per attachment is 10 MB** so it may be necessary to send more attachments for the technical proposals for the whole submission.

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.

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.

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 NOTES for the submission:

1. Offers must be submitted electronically via e-tender box (guidance Annexes G & H);
2. No document downloading links are accepted. All documents must be attached on the submission;
3. The Technical offers and financial offers must be submitted in separate attachments;
4. No pricing information must be included in the technical offer;
5. All files must be free of viruses and not corrupted;

6. UNHCR reserves the right to accept or reject any offers that is not following the email submission instructions;
7. In case of technical issues/query regarding the eTenderBox and your submission, please send an email to the following email address: greatbid@unhcr.org;
8. The maximum **size limit per attachment to the eTenderBox is 10 MB**

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 and Services.

Cancellation of Solicitation: UNHCR reserves the right to cancel a Solicitation at any stage of the procurement process prior to final notice of award of a contract.

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 with the General Conditions of Contract 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 the designated UNHCR business owner.

In addition to any other rights and remedies available to it, UNHCR shall have the right, without prior notice to the Contractor (any such notice being waived by the Contractor), upon any amount becoming due and payable hereunder to the Contractor, to set-off any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNHCR to the Contractor or any claim for loss or damage to UNHCR property) owing by the Contractor to UNHCR hereunder or under any other agreement between the Parties. UNHCR shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

In accordance with Article 21 of the UNHCR General Terms and Conditions for the provision of Goods and services (2018), upon receipt of the invoice, UNHCR will submit the invoice to the competent state authorities for VAT exemption. Upon confirmation of receipt of Goods and/ or Services as per Contract Terms, UNHCR will settle the net amount, separately. In case of delays with the issuance of the VAT exemption, UNHCR will proceed with a second bank remittance for the value of the invoiced VAT portion. Should the VAT exemption be issued after UNHCR has settled the VAT amount to the supplier, the supplier undertakes to refund the amount to the UNHCR bank account within 30 days of the VAT exemption issuance date, as per applicable

Greek legislation¹. Should the supplier fail to do so within the specified time, UNHCR reserves the right to offset the VAT owed against the net amount of future invoices issued by the supplier. The same process also extends to EU-based suppliers. Invoices should be issued with VAT (at the rate applicable in the country/ registered seat of the supplier). VAT exemptions are accorded on a case-by-case basis by relevant Authorities. The supplier will be paid the Gross amount (in two instalments described above) and will be expected to refund respective VAT portions to UNHCR once/when the VAT exemption is received from the Greek Authorities.

2.9 UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES - 2018

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.

2.10 ZERO Tolerance Policy

Please note that UNHCR strictly follows zero tolerance policy and as such advises its suppliers not to offer any gift, favor, hospitality, etc. to its staff.

2.11 The UN Global Compact

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.

UNHCR encourages bidders to sign up to this initiative at <https://www.unglobalcompact.org/>

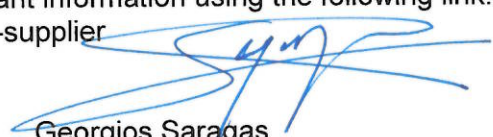
2.10 Procurement Debriefs

Bidders may check the relevant site for information on the process on debriefing process.
<https://www.unhcr.org/procurement-debriefs-protests.html>

2.11 General Information on UNHCR's Business Transformation Programme:

On 18 September 2023, UNHCR successfully switched to the Cloud ERP! The Cloud ERP Project is part of UNHCR's Business Transformation Programme. The Project replaced UNHCR's past Enterprise Resource Planning (ERP) system for finance-budget and supply management. Cloud ERP introduces new functionalities for Suppliers.

Suppliers will now do business with UNHCR in a secure online environment, called the Supplier Portal, where you can create and update your profiles as needed, manage orders/contracts, and submit invoices. You may find relevant information using the following link:
<https://www.unhcr.org/how-become-supplier>


Georgios Saragas
Associate Supply Officer
UNHCR Greece

¹ Indicatively (not exhaustively) the currently applicable circulars ("TIOA" 1268/30-12-2011 or 1180/20-12-2016)