

## **Addendum I**

**DATE: 06/11/2023**

**REQUEST FOR PROPOSAL: No. RFP/GRC/2023/002**

**for the Establishment of Frame Agreement(s) for the Provision of  
Catering Services for UNHCR in Athens and Attica region**

**Extension of Submission Deadline - CLOSING DATE AND TIME:  
13/11/2023 – 23:59, Greek local time.**

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### **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 catering services for UNHCR events (workshops/meetings etc.) in Athens (referred to hereinafter as services).

#### **IMPORTANT:**

Terms of Reference (ToRs) are detailed in **Annex A** 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 for providing catering services of different packages to 36 events for an average of 20-30 people.

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 D**).

**Note:** this document is not construed in any way as an offer to contract with your firm.

**QUALITY CONTROL:**

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.

## **2. BIDDING INFORMATION**

### **2.1. RFP Documents**

The following annexes form integral part of this RFP:

- Annex A: Terms of Reference
- Annex B: Financial Offer Form
- Annex C: UNHCR Vendor Registration Form.
- Annex D: UNHCR General Conditions of Contracts for the Provision of Services – 2018
- Annex E: UN Supplier Code of Conduct
- Annex F: eTenderBox Registration Guide
- Annex G: 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 23 October 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.

**The deadline for clarifications passed.**

## **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**, submitted by your company responding to the ToRs in **Annex A**
- **Financial offer**, provided in **Annex B (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 Terms of Reference (ToRs) of the services requested by 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:

**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.

**MANDATORY:** Your Technical Offer/Proposal will not be considered for further evaluation -leading to disqualification- if the following certificates are not available.

Certificates:

- Operational license issued by the competent Greek authority for the provision of catering services and Registration certificate (from the chamber with activities on catering services and food provision)
- System of Risk analysis and checkpoints (HACCP) at the catering services sector or Quality assurance certificate for Food Safety (ISO 22000). Bidders may provide one out of 2 documents (HACCP or ISO 22000) in order to consider as pass.
- Certificates issued by a competent judicial or administrative authority evidencing that the economic operator has not been declared bankrupt and is not under liquidation or compulsory administration
- Declaration (υπεύθυνη δήλωση) that the bidder has not been and is not subject to judgment for fraud, corruption or any other illegal activity
- Declaration (υπεύθυνη δήλωση) that the bidder complies with Greek Labor Law

**A) Description of the company and supporting documentation (8%)**

A description of your company with the following documents:

- I. Company profile
- II. Financial Soundness (audit reports of last three years or other documents document demonstrating financial stability)
- III. Eco-Friendly: sustainability practices to minimize waste and reduce plastic usage.

**B) Additional Certificates (8%)**

- I. Quality assurance Management (ISO 9001)
- II. Environmental management System (ISO 14001)
- III. Management System of Health and Safety on Work by OSHSAS 18001
- IV. Declaration (υπεύθυνη δήλωση) that the company has sufficient mechanical equipment to provide the requested services and description of the provided equipment.
- V. Declaration (υπεύθυνη δήλωση) of compliance with health and safety measures/ restrictions related to COVID-19 pandemic (as applicable) and compliance with all current changing legislation concerning Health, Safety and Hygiene at Work to the relevant Food Safety Acts.

**C) Recent, similar previous experience / clients in the provision of catering services (10%)**

- I. List Top three (3) clients in terms of contract value not older than 3 years unless referee is a current contract.
- II. 3 reference letters / Recent references (**not older than 2 years**) of satisfactory performance from three (3) clients and/or previous Purchase Orders from UN agencies or International NGOs. References should include statement of satisfactory performance including volume and contract value and they may not be older than two years, unless referee has active contracts.
- III. List of 10 projects (concerning completion of events with similar services the past 24 months) stating name of client/value/provisions and short description of project and client contact details.
- IV. Photos of previous comparable events should be included.

**D) Company staff (10%)**

- I. Brief description of the company staffing and qualifications, staff training certificates, and other tests/qualifications as well as applicable valid health certificates, required by law. Also, provide adequate number of staff members to respond to UNHCR requests.
- II. For key personnel servicing UNHCR (contract manager and focal person) evidence of English and a full CV of each staff member to be submitted.

**E) Understanding of the requirements for services, proposed approach for the provision of catering services (14%)**

A detailed description of the manner in which your company would respond to the ToR. Comprehensive presented proposal should include:

- I. Compliance with the requirements described on the ToR - Annex A (ToR shall be submitted signed and stamped in each page) or in case requirement cannot be fulfilled your company should clearly state in the technical proposal an alternative option.
- II. Detailed information must be provided on the proposal and description of services and food items including waiting services, quality standards, compliance to quality control, service quality assurance procedures, description of food production process, supply and delivery/food distribution process, response/compliance to special requirements and conditions. Possibility to provide vegan/vegetarian/kosher/gluten free etc dietary requirements. List and photos of proposed menus/food items to be provided.
- III. Detailed information to be provided in regard to response times to the scope of work including timelines (with Gantt Charts or Project Schedule), proposed menus and packages including special diet items.
- IV. Detailed information to be provided for cancellation policy, payment terms and invoicing, recycling, reporting procedures/ description of the reporting mechanism qualified contract manager and replacement of staff during leave.
- V. Ability to support after working hours (17:00).

**F) Site inspection and food sampling (10%)**

- I. Inspection of the company facilities for short-listed Bidders by UNHCR staff. Site assessment of the health and safety components of the facilities.
- II. On site sampling of food and services as described on Bidder's technical offer. UNHCR will pick one or more specific menus and will check if meets the requirements and if the samples are according to tender terms of reference.

Your Technical offer will be evaluated based on the above criteria with maximum score of 60% of the total score.

**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 C**). 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 Services**

Your technical offer should contain your acknowledgement of the UNHCR General Conditions of Contracts for the 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.**

**c) UN Supplier Code of Conduct**

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

**2.4.2 Content of the FINANCIAL OFFER**

The Financial offer will only be opened for evaluation if your Technical offer has scored minimum 40% of 60%.

Your separate **Financial Offer** must contain an **overall offer in a single currency, EUR.**

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.

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.

The Financial offer corresponds to 40% of the total score.

## **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 - Supplier Database after investigation of suitability based on the submitted - Supplier Registration Form and supporting documents. The investigation involves consideration of several factors such as:

- I. Statute of the Company; Year founded;
- II. Financial standing; Audit reports for the last 3 years;
- III. Core business;
- IV. Track record;
- V. Contract capacity.
- VI. Tax clearance;
- VII. Insurance clearance;
- VIII. Company's Bank account in Greece [1<sup>st</sup> page];

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: **60%** of the total score.



No.	Description of Criteria	Percentage Value
0	Certificates: Submission of all required certificates.	MANDATORY
1	Description of the company and supporting documentation	8%
2	Additional certificates related to quality, hygiene, health and safety, food preparation/transport in relation to facilities and personnel	8%
3	Previous experience in the provision of catering services, including details of current clients and reference letters	10%
4	Staffing of company and description of team that will be assigned to the UNHCR, including one focal person	10%
5	Compliance to the terms of reference including response times, proposed approach to the scope of work, timelines, recycling, reporting capacity	14%
6	Site inspection and sampling of services and food	10%
<b>Total Technical Percentage Value:</b>		<b>60%</b>

- Only bidders that will provide the mandatory certificates will be considered for further technical evaluation
- For a Bidder to pass to financial evaluation, minimum scoring of 40 out of 60 points for the technical evaluation is required.

Further to the above, it should be noted that UNHCR reserves the right to the following:

- Inquiry and reference checking with current or past clients on the quality of performance for on-going or completed contracts.
- Physical inspection of the Bidder's facilities or other places where business transpires, with or without notice to the Bidder.
- Testing and sampling of services.
- Other means that UNHCR may deem appropriate, at any stage within the selection process, prior to awarding the contract.

#### **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.



### 2.5.3 Financial evaluation

The **Financial offer** will use the following percentage distribution: **40%** from the total score.

The maximum number of points will be allotted to the lowest average price offer among the bidders. All other price offers will receive points in inverse proportion to the lowest price; e.g.,  $[\text{total Price Component}] \times [\text{EUR lowest}] \div [\text{EUR other}] = \text{points for other supplier's Price Component}$ .

Bidders may submit for all or as many categories of required services as they wish.

The financial evaluation will be conducted following the below financial scenario:

Type of Package	Number of events	Range of paxes
A1	5	20-30
A2	5	20-30
A3	5	20-30
A4	5	20-30
B1	6	20-30
B2	5	20-30
B3	5	20-30

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.

Note: If -during the contract period- UNHCR has a requirement for an item not listed in Annex A, the awarded contractor(s) will be asked in writing to supply the item in question by replacing an item under the same value which is also of the same scope. In addition, the item will be automatically added to the list of products (Annex A) at the price offered by the contractor(s) in case of future needs. This note will be activated only if UNHCR approves such change/amendment.

## 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 G.

**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: 13/11/2023 – 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 F & G);
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: [greatfrp@unhcr.org](mailto:greatfrp@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 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 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, exempted VAT, 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. Should the supplier fail to take steps to refund any amounts due to UNHCR (e.g. VAT waived), UNHCR withholds its right to record such a behavior as a performance matter (low performance under the contract) on the Supplier Performance Evaluation Form based on the Key Performance Indicators (KPIs) and would additionally consider such a performance element with added weight in considering any future awards to the same supplier.

In accordance with Article 20 of the UNHCR General Conditions for the provision of services (revision July-2018) applies to Tax Exemptions. Additionally, as per local provisions guiding such, upon receipt of the invoice, UNHCR will process it for VAT and tax exemptions according to the applicable regulations. Indicatively (not exhaustively) the currently applicable circulars are "ΠΟΛ" 1268/2011 (ΦΕΚ Β'39/ 20-01-2012) or 1180/2016 (ΦΕΚ 4086 Β'/20-12-2016) and its amendment Decision No. Α. Govt. Gazette 1094/12-07-2022. Upon confirmation of receipt of Goods and/ or Services as per Contract Terms, UNHCR will settle the amounts due. The same process also extends to EU-based suppliers outside Greece.

## **2.9 UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF 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.

## **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/>

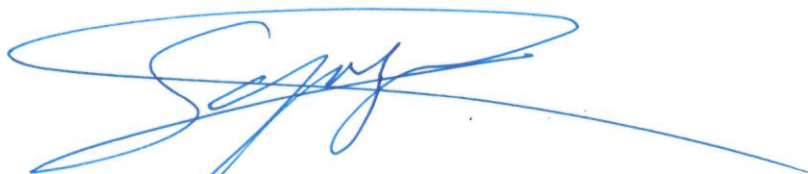
## **2.10 Procurement Debriefs**

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>.



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