

DATE: Monday 6 November 2023

REQUEST FOR PROPOSAL (RFP): No. RFP/2023/54

**FOR THE PROVISION OF
PHOTOVOLTAIC (PV) RENEWABLE ENERGY SYSTEMS FOR UNHCR OFFICES IN SOUTH AFRICA**

CLOSING DATE AND TIME: Friday 15 December 2023 – 23:59 C.E.T

INTRODUCTION TO UNHCR

The Office of the United Nations High Commissioner for Refugees (UNHCR) was established in 1950 by the United Nations General Assembly. The agency is mandated to lead and coordinate international action to protect refugees and resolve refugee problems worldwide. Its primary purpose is to safeguard the rights and well-being of people who have been forced to flee.

For over half a century, UNHCR has helped millions of people to restart their lives. They include refugees, returnees, stateless people, the internally displaced and asylum-seekers. Today, UNHCR has some 16,800 colleagues in more than 130 countries to help over 70 million Persons of Concern. To help and protect some of the world's most vulnerable people in different places and types of environments, UNHCR must purchase goods and services worldwide. For further information on UNHCR, its mandate and operations, please see <http://www.unhcr.org>.

1. PROJECT BACKGROUND

UNHCR is committed to improve its environmental performance, climate compatibility and resource efficiency by reducing its use of fossil fuels, purchasing green energy from reliable suppliers, and undertaking other sustainability initiatives. However, the upfront investment needed to support such a transition to clean energy and sustainable infrastructure can be significant and for UNHCR to provide this, it would compete for limited resources with humanitarian priorities.

UNHCR's compounds, premises, and offices generate greenhouse gas emissions amounting to an estimated 97,136 tons of CO₂ annually. One major source of emissions is linked to the fact that UNHCR runs diesel generators in a lot of its operations. Converting these operations to solar energy could have both a positive carbon impact and a positive financial impact, since solar energy is expected to be cheaper than existing diesel/fossil fuel generation in many geographies.

The operations considered for solarization under this tender generally comprise offices hosting UNHCR's administrative, support and management services. Although adjacent to or located near the operational sites managed by UNHCR, offices are distinct from the actual sites hosting refugee communities.

2. REQUIREMENTS

The Office of the United Nations High Commissioner for Refugees (UNHCR), in Pretoria, invites proposals from capable and qualified companies/firms, duly registered, to submit a proposal for the provision of a Photovoltaic (PV) Renewable Energy System for UNHCR offices in Pretoria, South Africa.

IMPORTANT:

The Terms of Reference are detailed in **Annex A** and Site Specifications for each office are contained in **Annex B** to this RFP.

UNHCR intends to award contracts for the Engineering, Procurement and Construction (“EPC”) of these Photovoltaic (PV) Renewable Energy Systems and related contracts for the Operations and Maintenance (“O&M”) over an indicative term of five (5) years, hereafter referred to as “Contract(s)”. The successful Bidder will be required to maintain their quoted price model for the duration of the Contract(s). Please note that any quantities in the RFP, including annexes, have been stated 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 availability of funds.

Other United Nations Agencies, Funds and Programs 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

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.

Note: This document is not to be construed in any way as an offer to contract with your Company.

3. BIDDING INFORMATION:

3.1 ELIGIBLE BIDDERS

- The Bidder must have the legal capacity to enter into the Contract(s).
- The Bidder is not insolvent, in receivership, bankrupt or being wound up, their business activities have not been suspended, and he is not the subject of legal proceedings for any of the foregoing.
- The Bidder has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.
- Bidders must disclose any - actual or potential conflict of interest that impacts or may impact their capacity to serve the best interest of UNHCR, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract(s).
- UNHCR officials and employees cannot be hired to work as a member of a team of Bidders.
- Bidders participating as a consortium must provide evidence of a valid Consortium’s agreement or a letter of association or the letter of intent to form a consortium, confirming their collaboration, designating a lead company, and demonstrating a clear understanding of the joint obligations and responsibilities outlined in the agreement.

3.2 COMPOSITION OF BIDDERS AND ASSOCIATION

3.2.1 Consortia

In this document,

“Consortia” (plural for consortium) are associations or groups of companies that engage in common activities to achieve joint objectives whose rights and obligations are set out in the consortium’s agreement.

Bidders intending to submit a proposal as a consortium shall submit with their offer a copy of their Consortium’s agreement or a letter of association confirming the establishment of the consortium. If a consortium has not been established yet, bidders shall submit a letter of intent.

Interested companies that intend to form or have formed a consortium for the purpose of this RFP shall, at the time of submission, confirm in their joint submission that they have designated one party to act as lead company. For this purpose, the consortium's agreement, or the letter of association or the letter of intent shall indicate the "Lead company" which is a member of a consortium duly authorized by other consortium members to legally represent them and act on their behalf.

The document submitted whether consortium's agreement, or the letter of association or the letter of intent shall acknowledge that if the consortium is awarded the Contract(s), the designated party acting as lead company will be duly vested with authority to legally bind the members and the lead company will enter the Contract(s) with UNHCR, acting for and on behalf of all consortium members. The document shall also include the respective share of liability among all the members.

The lead company will sign the Contract(s) for and on behalf of all other consortium members.

After the submission of the bids, and until a contract award is made, the composition of the consortium, including the designated lead company identified to represent the consortium cannot be modified. Any change in this regard will lead to the disqualification of the consortium. After the contract award, changes to the composition of the consortium requires prior approval by UNHCR. Failing to comply with this requirement may lead to the early contract termination.

3.2.2 Subcontracting

In case of subcontracting, bidders are required to carefully adhere to the terms outlined in the UNHCR General Conditions of Contract.

3.2.3 Conflict of interest

Bidders have an obligation to disclose any situation of actual or potential conflict of interest that impacts on their capacity to serve the best interest of UNHCR, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract(s).

As a general rule, bidders (including any of their affiliates/associates), in deference to the requirements shall provide professional and objective advice, and at all times, hold UNHCR's interests' paramount, strictly avoiding conflicts with other assignments. In case a situation of conflict of interest is detected, UNHCR at its sole discretion may decide to disqualify the bidder concerned or terminate the relating Contract(s).

3.2.4 Performance Guarantee

The successful Bidder will be required to provide a performance guarantee of ten percent (10%) of the contract value in a form that is acceptable to UNHCR.

3.3 RFP DOCUMENTS

The following annexes form an integral part of this Request for Proposal:

- Annex A: Terms of Reference
- Annex B: Site Specific information and Requirements
- Annex C: UNHCR General Conditions of Contract (two documents)
- Annex D: Requirements (two documents)
- Annex E: Technical Returnable (two documents)

Annex F:	Financial Returnable
Annex G:	UNHCR Standard Commissioning Protocol
Annex H:	Project Manuals and Training Plan compliance statement
Annex I:	Site Visit and Site Access Protocol
Annex J:	UNHCR Vendor Registration Form - 2023
Annex K:	UNHCR Supplier Code of Conduct – December 2017.

3.4 ACKNOWLEDGMENT

We would appreciate your informing us of the receipt of this Request for Proposals (RFP) by return e-mail to anayavil@unhcr.org and copying hajdinif@unhcr.org as to:

- Your confirmation of receipt of this RFP and your indicative interest.
- Confirmation of your interest in attending a site visit as per Proposed Timeline in section 3.5.
- A signed letter of intention to bid as per **Form 1** at the end of this document and in accordance with the Proposed Timeline in section 3.5. This letter should contain your acknowledgement and acceptance confirmation of the provisions on Privileges and Immunities, as well as Arbitration indicated in section 3.13 and 3.15 respectively.

IMPORTANT:

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

REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification or any question in respect of this RFP at any time prior to the Clarification deadline by e-mail to Mariana Anaya, UNHCR Senior Supply Assistant at anayavil@unhcr.org copying, UNHCR Procurement Officer at Flora Hajdini at hajdinif@unhcr.org

THE DEADLINE FOR RECEIPT OF QUESTIONS IS Thursday 30 November 2023 at 16:00 CET. Bidders are requested to keep all questions concise. UNHCR will compile the questions received and reply by email to all Bidders who have expressed an interest to submit a proposal in response to this RFP.

After the Mandatory Site visit period, clarifications received will be shared exclusively with the bidders who attended the site visit as part of the mandatory requirement.

UNHCR **may** organize an online Bidder pre-bid conference via Microsoft Teams (the “Bidder Conference”). Details will be provided upon confirmation from UNHCR.

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.

3.5 TENTATIVE TIMELINE

UNHCR may issue additional information regarding the RFP on an ad hoc basis. Bidders shall be obliged to accept any amendments to the RFP documents. All amendments shall be deemed to be part of the RFP. A Bidder must ensure that its Proposal is prepared considering any amendments issued to the RFP.

Proposed Timeline:

RFP Issue Date	6 November 2023
Site Visit	20 November 2023
Deadline for submission of questions	30 November 2023
Response to Clarification Questions	8 December 2023

Proposal Submission Deadline	15 December 2023
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3.5.1 Mandatory Site Visit

With reference to Annex A section 3.4.1.2, all bidders who acknowledge interest in submitting a proposal are invited to attend **mandatory** site visits during the week indicated in the table above. **Please note that attendance at this site visit is mandatory.** Offers from companies not attending this visit will be rejected.

In order to participate in the site visits, bidders shall submit the Annex I - Site Visit Protocol to Mariana Anaya at anayavil@unhcr.org copying Flora Hajdini at hajdinif@unhcr.org by latest the date indicated in the table above. The bidder will cover the cost, responsibility, and risk of the site visit, and must indicate the following information for the representative attending site visit:

- Full Name
- Identification document
- Contact details

UNHCR will provide the bidder's personnel the security passes and access to UNHCR areas necessary for the site visit.

Further details on the site visit will be shared at a later stage by way of a direct email communication when the names and the number of the participants have been confirmed.

UNHCR will share with all the bidders that participated in the site visit the minutes of the visit and any other documents related to the visit which is deemed relevant for the preparation of the bidders' proposal.

3.6 YOUR PROPOSAL

IMPORTANT:

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.

Your offer shall be prepared in English.

Please submit your offer using the Annexes provided and in PDF form where required. Offers not conforming to the requested formats may not be 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 3.9 of this RFP.

Your proposal shall comprise the following two sets of documents:

- Technical component.
- Financial component.

3.6.1 Content of the TECHNICAL COMPONENT

IMPORTANT:

No pricing information should be included in the technical component. Failure to comply may risk disqualification. The technical offer should contain all information required.

The Terms of Reference (ToR) of the services requested and the form of documentation required by UNHCR can be found in **Annex A**. The technical component of your proposal should be concisely presented and structured in the format detailed in **Annex A** and ensure that the content will enable the performance of the system in line with the Technical Specifications indicated in **Annex B**.

Your technical offer should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information.

1. Return of all forms and required documentation.
2. Dully filled Annex E.I and Annex E.II;
3. Company registration documents with the Government of the country of origin,
 - Required documents Company or Consortium profile including (if any):
 - Brief history of the Company or Consortium members.
 - Structure of ownership/shareholding and details of company if the applicant is part of a group of companies; Company or Consortium structure and responsibility diagram; and
 - Letter of Association (if bidding as a Consortium)
4. Proof that the Company or Consortium has installed an accumulative capacity of at least 2MW solar PV project(s).
5. Proof required of at least 3 projects integrating solar PV, battery storage and generator. Examples of acceptable supporting documents include letters of award and completion documents including a Certificate of Compliance. Projects for which appropriate supporting documents are not provided will not be taken into consideration to determine the company/consortium's evaluation score.
6. Financial Capacity: Bidder to provide documentation regarding the financial statement of the Company or Consortium for the last three (3) years prior to the closing date of this request for proposal showing a minimum cumulative turn-over of US\$ 500,000.
7. Statement to confirm the Bidder holds or is eligible to obtain a working license to legally operate in South Africa prior to signing the contract.
8. 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 selected, the vendor(s) will be requested to formally register through UNHCR Supplier Portal.
9. **UNHCR General Conditions:** Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Goods and Services (**Annex C, I**).
10. **UNHCR General Conditions:** Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision for Civil Works (**Annex C, II**).

11. UNHCR Supplier Code of Conduct: Your technical offer should contain your confirmation of this **Annex K**.

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

However, please note that submitting an offer is deemed as full acceptance of UNHCR's General Conditions for Contract (Annex C. I and CII) including UNHCR Supplier Code of Conduct Annex K.

3.6.2 Content of the FINANCIAL COMPONENT

Your separate **Financial Component (Annex F)** must contain an overall offer in a single currency, in US Dollars.

The financial component 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 F**). Bids that have a different price structure may not be accepted.

UNHCR is exempt from all direct taxes and customs duties, thus, the price must be given without VAT. VAT, if applicable, will be paid to the company by UNHCR which it claims for refund with the Government later.

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. 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 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 the 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 the contractor's invoice and delivery of the goods to the and/or acceptance by UNHCR of the services.

3.7 BID EVALUATION

For the award of this project, UNHCR has established evaluation criteria which govern the selection of offers received. Evaluation is made in the following two (2) steps (1. Technical Component including mandatory Documentation Section 3.8.2 and, Financial Component) described in the following sections.

3.7.1 Eligibility and Commercial/Supplier Registration Check:

A bid submitted by a consortium will be evaluated taking into account the technical and financial capacity of all the Consortium members.

As a prerequisite for a supplier to be deemed eligible for an award of contract, the company should not, or should not be associated with a company or individual, under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the consolidated United Nations Security Council Sanctions List, available at: <https://www.un.org/sc/subotg/en/sanctions/un-sc-consolidated-list#entities> **UN**

Secretariat Procurement Division list of suspended or removed vendors, UNGM/World Bank list of suspended or debarred vendors and EU sanctioned vendors on its website www.sanctionsmap.eu

The qualified supplier(s) will be added to the Vendor Database after investigation of suitability based on the submitted Vendor Registration Form (Annex J) and supporting documents. The investigation involves consideration of several factors such as:

- Core business;
- Track record;
- Contract capacity.

3.7.2 Mandatory documentation

For the award of this project, UNHCR has established evaluation criteria which govern the selection of proposals received. Evaluation is made on a technical and financial basis provided the mandatory returnable documents of all bid forms and evidence of consortium formation (if relevant) are provided.

The following are the criteria based on which UNHCR decides if a company has the basic eligibility to be considered for a contract award:

IMPORTANT: Your offer should include the following mandatory documents:	
Mandatory Criteria	Pass/Fail
1. Return of all bid forms and required documents including Annex E. I, Annex E.II, Annex F. Note: Annex F Financial Offer shall NOT be included in the technical offer. Annex F MUST be submitted in a separate folder.	
2. Company registration documents with the Government of the country of origin	
3. Required documents Company or Consortium profile (if any) including: <ul style="list-style-type: none"> • Brief history of the Company or Consortium members. • Structure of ownership/shareholding and details of Company or Consortium if the applicant is part of a group of companies; • Project Company or Consortium structure and responsibility diagram and • Letter of Association or Letter of Intent (if bidding as a Consortium). • Signed Declaration confirming that there is no actual or potential conflict of interest as stated in the section 3.2.3 	
4. Proof that the Company or Consortium has installed an accumulative capacity of at least 2MW solar PV project(s).	
5. Proof required of at least 3 projects integrating solar PV, battery storage and generator. Examples of acceptable supporting documents include letters of award and completion documents including a Certificate of Compliance. Projects for which appropriate supporting documents are not provided will not be taken into consideration to determine the Company or Consortium's evaluation score.	

6. Financial Capacity: financial statement of the last three (3) years prior to the closing date of this request for proposal showing a minimum turn-over of US\$ 500,000.	
7. Statement to confirm the Bidder is eligible to obtain a working license to legally operate in South Africa prior to signing the contract	

IMPORTANT

All the above criteria must be met, otherwise, the bidder's submission will not be considered for further evaluation.

3.7.3 Technical Evaluation (60%):

If your company passes the above verification of the mandatory pass/fail criteria, it will be recommended for further evaluation using the following weighted criteria applied to the technical proposal:

The technical evaluation will be evaluated using the following criteria and percentage distribution: CRITERIA DESCRIPTION	Possible max.
Detailed work plan including proposed time schedule	10
Conformity of proposed components of the proposed system to the technical specifications in Annex A: Terms of Reference and Annex E: Technical Returnable <ul style="list-style-type: none"> - Proposed solution meets all the specified minimum requirements (7 points) - Proposed systems/components meet the required standards and quality (7 points) - Submitted technical documentation shows a complete understanding of the scope of works (7 points) - Proposed systems meet the design requirements (7 points) - Technical proposal comes with a full set of datasheets and calculations justifications (PV annual yield, cable section calculation, protection devices) and a clear connection schematic (Single Line Diagram) (7 points) 	35
Operations and Maintenance Plan	15
Total:	60

Technical score = Total of average of each category (max 60%)

The minimum score to be considered technically compliant will be **42 points out of 60 points**. Proposals that score below the threshold will not be considered in the financial evaluation nor for the award of the contract.

3.7.4 Financial Evaluation (40%)

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

The maximum number of points will be allotted to the lowest price offer and compared among those invited firms. All other price offers will receive points in inverse proportion to the lowest price; e.g.,
 $[100 \text{ points}] \times [\text{US\$ lowest}] / [\text{US\$ other}] = \text{points for other supplier's Price Component.}$

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.

Clarifications of Proposals:

To assist in the examination, evaluation, and comparison of the proposal, UNHCR may at its own discretion ask the Bidder for clarification about the content of the proposal. The request for clarification and responses shall be in writing and no change or substance of the proposal shall be sought, offered, or accepted.

IMPORTANT:

The Financial offer will only be opened for evaluation if the supplier's technical part of the offer has been accepted by UNHCR as meeting the technical specifications.

3.7.5 Due Diligence

UNHCR may conduct a due diligence/supplier verification exercise if the vendors are not known to UNHCR or have not already worked satisfactorily for UNHCR in the past, if the vendors are found to be technically compliant following completion of the evaluation of their technical proposals. Should the findings of the due diligence/supplier verification contradict the desk evaluation of technical proposals, the finding of the due diligence/supplier verification report will prevail. UNHCR will not conduct such exercises for those unknown vendors who are not found to be technically compliant. It may also not carry out such exercises for those vendors whom UNHCR knows well.

3.8 CONTRACT AWARD CRITERIA

The supplier securing the highest combined score from technical and financial proposal will be awarded the Contract(s).

3.9 SUBMISSION OF BID

If you are interested in proceeding to submit a proposal in response to this RFP, you are kindly invited to submit your offers as indicated below:

Deadline to submit offers: Friday 15 December 2023 – 23:59 hrs CET time or earlier.

Any bid received after this date or submitted via email or hard copy may result in disqualification unless instructed by UNHCR. UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective bidders.

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 the 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.**

Once the deadline for submission has 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. 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:

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

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.

LATE SUBMISSION OF BIDS: Bids received after the deadline for submission of bids and bids transmitted in any other manner than those indicated above may not be considered.

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.

3.10 BID ACCEPTANCE:

UNHCR reserves the right to cancel the RFP, accept the whole or part of your bid, or allow split or partial awards without having to assign any reason whatsoever and is not obliged to select the lowest offer.

UNHCR may at its discretion increase or decrease the proposed content when awarding the Contract(s) and would not expect a significant variation of the rate submitted. Any such increase or decrease in the Contract(s) duration would be negotiated with the successful Bidder as part of the finalization of the Purchase Orders.

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 companies submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the Contract(s) 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.

3.11 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

Any Purchase Order (PO) issued as a result of this RFP will be made in USD. Payment will be made in accordance to the General Conditions of Contracts. Payments shall only be initiated after confirmation of successful completion of the ordered services by UNHCR business owner.

The Bidder shall bear all costs associated with the preparation and submission of its Bid. 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. UNHCR shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding Process.

3.12 UNHCR GENERAL CONDITIONS OF CONTRACTS

Please note that the General Conditions of Contract (GCC) (**Annex C and C I**) will be strictly adhered to for the purpose of any future Contract(s). The Bidder must confirm the acceptance of these terms and conditions by attaching a signed and stamped copies of the attached conditions of services. The order of precedence for the procurement of goods and services shall be governed by the GCC specified in Annex C. All activities related to civil works will be governed by the GCC under the Annex CI.

3.13 LIQUIDATED DAMAGES:

Please note that - during the implementation of the Contract or PO- should the Contractor be in delay, without prejudice to UNHCR's other rights and remedies, UNHCR may, at its sole option, demand liquidated damages for such delay, in an amount equal to 0.3% of the value of the contract for each day of delay beyond the date upon which the Works were due to be delivered up to a maximum deduction of 10%.

3.14 PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract(s) shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations).

3.15 ARBITRATION

Any dispute, controversy, or claim between the Parties arising out of the Contract(s) or the breach, termination, or invalidity thereof, will be subject to binding arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

3.16 ZERO TOLERANCE POLICY

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

3.17 THE UN GLOBAL COMPACT

The UN Global Compact is a call to companies to align strategies and operations with universal principles on human rights, labour, environment and anti-corruption, and take actions that advance societal goals.

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



UNHCR

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

Signature

Fabrizio Bertora
Chief of Section, HQ Procurement
Division of Emergency, Security and Supply

Form 1

[BIDDER'S LETTERHEAD]

[Location, Date]

To:

UNHCR

[address]

Dear Sirs and Madams:

Letter of Intention to Bid
RFP Reference Number: 2023/RFP/54
PHOTOVOLTAIC RENEWABLE ENERGY SYSTEMS FOR UNHCR OFFICES IN SOUTH AFRICA

We, the undersigned, confirm our intention to submit a proposal in accordance with your Request for Proposal with the above reference number dated **[Insert the date]**.

We intend on submitting a Proposal in association with: **[Insert a list with full name and address of each consortium member firm, and a list of any sub-contractors.]**

We acknowledge and accept that the Contracts will include inter alia provisions related to the following matters:

Privileges and Immunities

Nothing in or relating to the Contract(s) shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations).

Arbitration

Any dispute, controversy, or claim between the Parties arising out of the Contract(s) or the breach, termination, or invalidity thereof, will be subject to binding arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

Yours sincerely,

Signed
Full name of signatory
In the capacity of:
Duly authorised to sign the proposal on behalf of the Applicant.
Date: