



# UNHCR

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

**DATE: 12.09.2022**

**INVITATION TO BID No. UKRDN/ITB/2022/020**

**FOR THE ESTABLISHMENT OF FRAME AGREEMENT(S)  
FOR THE SUPPLY AND DELIVERY OF OFFICE FURNITURE  
TO THE UNHCR SUB OFFICE IN DNIPRO**

**CLOSING DATE AND TIME: 20.09.2022 – 23:59 hrs. Kyiv Time**

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## **INTRODUCTION TO UNHCR**

The Office of the United Nations High Commissioner for Refugees (UNHCR) was established on December 14, 1950 by the United Nations General Assembly. The agency is mandated to lead and coordinate 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 seven decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 18,879 people in 137 countries continues to help over 89.3 million people<sup>1</sup>. 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), Representation in Ukraine (referred to hereinafter as UNHCR), invites qualified suppliers and manufacturers to make a firm offer for the establishment of a Frame Agreement(s) on the **supply and delivery of Office Furniture (referred to hereinafter as “goods”) for the UNHCR Sub Office in Dnipro.**

Details on the required goods and/or services are provided in the attached **Schedule of Requirements (Annex A)**.

**Partial bid will be accepted.** Bidders may submit an offer for all items or selected items only at the same time, bidders may also choose to deliver to all or selected locations only.

Please note that figures have been stated in Annex A: Schedule of Requirements in order to enable bidders to have an indication of the projected requirements. It does not represent a commitment that UNHCR will purchase the indicated quantities. Quantities may vary and will depend on the actual requirements and funds available regulated by the issuance of individual Purchase Orders against the Frame Agreement.

UNHCR reserves the right to approach one or more Bidders in order to establish multiple Frame Agreements having been awarded as a result of this tender and negotiate directly with the Supplier(s) to cater to future requirements of UNHCR or any other UN agencies.

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<sup>1</sup> Source: <https://www.unhcr.org/figures-at-a-glance.html>

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:**

The initiation of conciliation or arbitral proceedings in accordance with **article 19** “settlement of disputes” of the UNHCR General Conditions of Contracts shall not be deemed to be a “cause” for or otherwise to be in itself a termination clause.

It is strongly recommended that this Invitation to Bid and its annexes be read thoroughly before submitting your offer. Failure to observe the procedure laid out in this document may result in disqualification from the evaluation process.

Sub-Contracting: Please take careful note of article 4 of the attached UNHCR General Conditions of Contracts (Annex E).

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

## **2. BIDDING INFORMATION**

### **2.1. ITB DOCUMENTS**

The following annexes form an integral part of this Invitation to Bid:

- Annex A: Schedule of Requirements
- Annex B: Technical Offer Form
- Annex C: Financial Offer Form
- Annex D: Vendor Registration Form
- Annex E: UNHCR General Conditions of Contracts for the Provision of Goods (Rev. 2018)
- Annex F: UN Supplier Code of Conduct
- Annex G: Documentation procedures on tax reporting (for companies with VAT payer status)

### **2.2 ACKNOWLEDGMENT**

We would appreciate your informing us of the receipt of this ITB by return e-mail to: [ukrdnpro@unhcr.org](mailto:ukrdnpro@unhcr.org) (with a copy to: [trinidad@unhcr.org](mailto:trinidad@unhcr.org)) as to:

- Your confirmation of receipt of this Invitation to Bid
- Whether or not you will be submitting a Bid
- The source where you have acquired this tender document (e.g. E-Mail, UNGM website, UNHCR Ukraine website, UNHCR Ukraine Facebook page, printed media, etc.)

### **2.3 REQUESTS FOR CLARIFICATION**

Bidders are required to submit any request for clarification in respect of this ITB by e-mail to: [ukrdnpro@unhcr.org](mailto:ukrdnpro@unhcr.org) (with a copy to: [trinidad@unhcr.org](mailto:trinidad@unhcr.org)).

The **deadline for receipt of questions** is **15 September 2022, 23:59H Kyiv Time**.

UNHCR will compile the questions received and shall forward via email together with the answers to all interested Bidders and/or by publication on the UNHCR Ukraine website.

**IMPORTANT:**

Please note that Bid Submissions are not to be sent to the e-mail address(es) above as this will result in an automatic disqualification.

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 email address provided in the “Submission of Offers” Section 2.8 of this ITB.

**2.4 YOUR OFFER**

Bids should be prepared based on the guidelines set forth in this Invitation to Bid.

Your offer should be prepared in English or in Ukrainian (preferably in English).

Please refer to and use the following Annexes to prepare your offer.

Your offer shall comprise the following three (3) sets of documents (to be submitted in separate emails):

- Eligibility Requirements (refer to section 2.4.1 below)
- Technical Offer (refer to section 2.4.2 below)
- Financial Offer (refer to section 2.4.3 below)

**2.4.1 Content of the ELIGIBILITY REQUIREMENTS**

- **Annex D:** Vendor Registration Form - *please fill-up and sign with company stamp (refer to the instructions below)*
- **Annex E:** UNHCR General Conditions of Contracts – *please read and acknowledge acceptance by signing on the Vendor Registration Form (see Section 9)*
- **Annex F:** UN Supplier Code of Conduct - *please read and acknowledge acceptance by signing on the Vendor Registration Form (see Section 7)*
- **Annex G:** Documentation Procedures on tax reporting (for companies with VAT payer status) - *please read and acknowledge acceptance by signing on the document with company stamp*
- **Required supporting documents**
  - Valid Business/Commercial Registration Certificate

**Companies who are “not yet registered” and are interested in doing business with UNHCR Ukraine** must submit (filled-up, signed with company stamp) the Vendor Registration Form annexed to this document and submit all required documentation. 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.

**For companies who are “already registered” with UNHCR Ukraine**, please submit an empty Vendor Registration Form clearly indicating your UNHCR Vendor ID (signed with company stamp). Vendors must ensure that the information and documentation (e.g. bank details, financial statements; government certificates, licenses and permits; office address; contact details- name, telephone number, email address; etc.) provided in connection with their registration are up to date. Please verify and ensure that your company is registered under its full legal name. To update your profile kindly fill-up the appropriate section of the Vendor Registration Form which you are updating.

**IMPORTANT:**

Any false information or incomplete information on the Vendor Registration Form may result in the rejection of the application or cancellation of an already existing registration.

## 2.4.2 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 the information required.

The technical details of the products and/or services requested by UNHCR can be found in the **Annex A: Schedule of Requirements**. Your technical offer should clearly disclose any discrepancies with the specifications given using the **Annex B: Technical Offer Form**.

- **Annex A:** Schedule of Requirements – *read and acknowledge by signing on the Technical Offer Form (Annex B)*
- **Annex B:** Technical Offer Form – *please fill-up and sign with company stamp*
- The following details shall also be provided in the Technical Offer.
  - **Detailed description:** Failure to submit the detailed description (e.g. brand and model, specifications, specifications, features, etc.) of the products being offered may result in disqualification from the evaluation process. 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 (datasheets, brochures) such as extracts, descriptions, and other necessary information it deems would enhance the comprehension of its offer.
  - **Delivery Lead-time:** In order for UNHCR to have an idea of the expected delivery of the goods, Bidders should indicate how many calendar days it will take to complete the delivery up to the Final Delivery Place upon receipt of order confirmation.
  - **INCOTERMS:** The International Chamber of Commerce INCOTERMS 2010 shall apply for this ITB and for any resulting purchase orders(s). **The applicable INCOTERM shall be: DAP (Delivery-at-Place)**

Final Delivery Place:

Location 1

UNHCR Sub Office Dnipro  
4th Floor Building 17, Block A-5, Lamana Street, Dnipro, 49044, Ukraine

Location 2

UNHCR Field Unit Poltava  
UN Office, Fourth Floor, Kotlyarevsky Street 3, Poltava, Ukraine

Note: Bidders may choose to deliver to both on to only one location only.

- **Warranty:** Bidders are required to provide (manufacturing) defects and liability period with terms of warranty on the products being offered for a minimum of One (1) year or any portion thereof as the case may be, have been delivered to and accepted at the Final Delivery Place.
- **After-Sales Service:** Bidders should include the confirmation of availability of after-sales service (repair services) and existing company representation (or a local partner) in the delivery location or in the region.

- **Country of Origin of the Supplier and Place of Manufacture:** The technical offer shall state the country in which the supplier is registered as well as the country and place of manufacture of the products.

### **2.4.3 Content of the FINANCIAL OFFER**

Using the provided **Financial Offer Form (Annex C)**, bidders are required to offer an “**all-inclusive price**”.

- **ANNEX C:** Financial Offer Form - *please fill-up and sign with company stamp*

#### **Notes:**

- UNHCR is exempt from all direct taxes and customs duties. With this regard, price has to be given without VAT, however, if the Bidder is a VAT payer, this must be stated.
- Your separate Financial Offer must contain an overall offer in a single currency.
- See Section 5 – Currency and Payment Terms of this ITB for more details.

**Please note that submitting an offer is deemed as acceptance of the UNHCR’s General Conditions of Contracts and the terms and conditions provided in this tender document.**

### **2.5 PERIOD OF VALIDITY OF BIDS**

Bids shall be valid for a period of **90 calendar days** after the bid submission deadline as prescribed on **Section 2.8 “Submission of Offers”** of this ITB. A bid valid for a shorter period shall be rejected and considered as non-responsive.

In exceptional circumstances, prior to the expiration of the bid validity period, UNHCR may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse to extend the validity of its bid in which case the Bidder may withdraw its Bid without any penalty. A Bidder agreeing to the request will not be required or permitted to modify its Bid. All prices shall be fixed until the bid validity period expires before which a contract shall be established.

### **2.6 AMENDMENT OF BID DOCUMENT**

At any time prior to the deadline for submission of Bids, UNHCR may amend the Bidding Documents by issuing an addendum. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing by posting at the UNGM website, and/or UNHCR Ukraine website, and/or UNHCR Ukraine Facebook page as appropriate. The amendment may also be forwarded to suppliers which were directly invited by UNHCR to participate in the bidding process.

### **2.7 COST OF PREPARING AND SUBMITTING A BID**

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.

### **2.8 SUBMISSION OF OFFERS**

Bidders are advised to strictly follow the submission instructions below:

**DEADLINE ON SUBMISSION OF BIDS:** no later than **20 September 2022, 23:59H Kyiv Time**

**MANNER OF SUBMISSION:** by **E-mail only** to **UNHCR-UKR-tendercommittee@unhcr.org**

Please note the following guidelines for electronic submissions:

- Your bids must be sent in PDF format (as an addition, Excel or other formats may also be requested);
- Bids must bear your company's official letterhead, clearly identifying your company;
- Bids must be sent by email separately according to the grouping as mentioned on **Section 2.4 - Your Offer** - of this Invitation to Bid;
- Please be aware of the fact that depending on the email platform being used by the bidder, there is a limit on the size of email attachments which can be sent. So it may be necessary to send more than one email per group of documents;
- It is your responsibility to verify that all e-mails have been received properly before the deadline;
- Late submissions and offers submitted to other than the email indicated above will be rejected;
- Please indicate the following in the e-mail subject field:

UKRDN/ITB/2022/020\_Name of your Firm\_Type of Document Attached\_Number of e-mails that are sent (example: 1/3, 2/3, 3/3).

Example:

UKRDN/ITB/2022/020\_COMPANY ABC\_Eligibility Requirements\_1/3...2/3...3/3

UKRDN/ITB/2022/020\_COMPANY ABC\_Technical Offer\_1/2...2/2

UKRDN/ITB/2022/020\_COMPANY ABC\_Financial Offer\_1/1

### 3. **BID EVALUATION**

#### 3.1 **CRITERIA FOR EVALUATION**

Bids shall be evaluated based on the following factors:

- Eligibility based on the information and documentary evidence provided in accordance to **Section 2.4.1 “Content of the Eligibility Requirements”**
- Compliance with the technical requirements based on the information and documentary evidence provided in accordance to **Section 2.4.2 “Content of the Technical Offer”**

The technical component of the submission will be evaluated using the criteria PASS or FAIL by using the exact same structure as outlined in Annex B and based on the requirements from Annex A. Bids which are not fully compliant with the requirements shall be considered as invalid. Only the bids which passed the technical evaluation shall be considered for the next evaluation process.

- All-inclusive price offer based on the information and document(s) provided in accordance to **Section 2.4.3 “Content of the Financial Offer”**

The financial component will be analyzed only for those offers which passed the technical evaluation. The financial offers shall be evaluated based on their “all-inclusive” price and will be ranked from lowest to the highest price offer.

For evaluation purposes only, if offers are received in various currencies, the offers submitted in currencies other than US Dollars will be converted into US Dollars using the United Nations Operational Rate of Exchange (<https://treasury.un.org/operationalrates/OperationalRates.php>) in effect on the date the submissions are due.

#### 3.2 **CLARIFICATION OF OFFERS**

To assist in the examination, evaluation, and comparison of offers UNHCR may, at its discretion, request the Bidder(s) for clarification on the content of the offers. The request for clarification and the response shall be in writing. No change in price or substance of the offer shall be sought, offered, or accepted.

The responsible procurement staff shall review the bids received by checking the completeness of the information and required documents. Arithmetic check shall also be conducted on the price offer.

In cases when some immaterial documents (e.g. business registration certificates/permits, company profile, previous contracts, financial statements, Vendor Registration Form, etc.) were obviously missing from a bid submission, these documents may be requested after the submission deadline provided that it can be shown that the documents produced pre-dated the submission deadline.

The documents which **MUST** be included in the bid submission and will not be allowed to be requested from the Bidders after the bid submission deadline are the bid documents which contain prices/rates (e.g. Financial Offer) and substantial technical documents which affects the responsiveness of the technical bid.

#### **4. UNHCR'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

UNHCR reserves the right to accept the whole or part of your Bid.

UNHCR reserves the right to accept or reject any Bid, and to cancel the process of competition and reject all Bids, at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders on the grounds for UNHCR's decision.

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.

UNHCR is not bound to select any of the firms submitting the 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.

#### **5. CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS**

The standard payment term of UNHCR is **net 30 days** upon satisfactory delivery of goods and/or services, receipt of the invoice (and supporting documents, if any) and acceptance thereof by UNHCR.

All bank charges resulting to payments made to the Supplier by UNHCR shall be shouldered by the Supplier;

Any Purchase Order (PO) issued as a result of this ITB will be made in the currency of the winning offer(s). Payment will be made in accordance to the UNHCR General Conditions of Contracts 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 UNHCR.

#### **6. INSPECTION**

Inspection and laboratory testing of Goods will be applicable and will be advised at the time of purchase. The inspection will be arranged and paid for by UNHCR. Please note that inspection charges resulting from the supplier's default will be charged directly to the supplier. UNHCR shall notify the supplier on the place of inspection at the time of contracting (Purchase order).

#### **7. POST QUALIFICATION**

UNHCR reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in this ITB, may include, but need not be limited to, all or any combination of the following:

- Verification of accuracy, correctness and authenticity of information provided by the Bidder on the legal, technical and financial documents submitted;
- Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or any other entity that may have done business with the Bidder;

- Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;
- Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNHCR, where available; and
- Other means that UNHCR may deem appropriate, at any stage within the selection process, prior to awarding the contract.

## **8. UN GLOBAL COMPACT AND OTHER FACTORS**

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, labor, environment and anti-corruption. We encourage our suppliers to sign up with the UN Global Compact Initiative.

## **9. UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES**

Please note that the UNHCR General Conditions of Contracts for the Provisions of Goods and Services will be strictly adhered to for the purpose of any future contract.

**Nino Jeffrey TRINIDAD**  
Supply Officer, UNHCR SO Dnipro  
UNHCR Ukraine