

DATE: 27 September 2023

REQUEST FOR QUOTATION No. UKRKI/RFQ/2023-153

FOR THE ESTABLISHMENT OF A FRAME AGREEMENT FOR SUPPLY, DELIVERY AND INSTALLATION OF SHATTER RESISTANT FILM (SRF) IN UNHCR OFFICES LOCATED IN KYIV, DNIPRO, POLTAVA (+ KHARKIV), VINNYTSIA, ODESA, CHERNIVTSI, LVIV AND UZHGOROD

CLOSING DATE AND TIME: 05.10.2023 – 23:59 hrs. Kyiv Time

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 six decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 18,879 people in 137 countries¹ continues to help over 94.7 million persons². 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 Ukraine, invites qualified suppliers and manufacturers to make a firm offer for the establishment of Frame Agreement(s) with an initial duration of 1 year, potentially extendable for the further period of 1 year (1+1) for **Supply, Delivery and Installation of Shatter Resistant Film (SRF) (referred to hereinafter as “goods”) for the UNHCR Offices located in Kyiv, Lviv, Poltava (+Kharkiv), Odesa, Chernivtsi, Dnipro, Vinnytsia and Uzhgorod.**

UNHCR Office	Address
Kyiv	Zhlyianska Street, 75, Kyiv, 01032
Lviv	Paliya street, 15, Lviv, Lvivs'ka oblast, 79000
Dnipro	Lamana Street, 17, Dnipro, Dnipropetrovs'ka oblast, 49000
Uzhhorod	Lev Tolstoy street, 5, Uzhgorod, Zakarpats'ka oblast, 88000
Vinnytsia	Malynovs'koho Street, 26, Vinnytsia, Vinnyts'ka oblast, 21000
Poltava (+ Kharkiv)	Kotlyarevs'koho Street, 3, Poltava, Poltavs'ka oblast, 36000
Odesa	Velyka Arnautska Street, 72/74, Odesa, Odes'ka oblast, 65000
Chernivtsi	Pylypa Orlyka St, 1-E, Chernivtsi, Chernivets'ka oblast, 58003

More details on the required goods and/or services are provided in the attached **Terms of Reference (Annex A)**.

UNHCR may award Frame Agreement(s) with duration of 2 years. The successful bidders will be required to maintain their quoted price model for the duration of the Frame Agreement(s).

IMPORTANT:

Exact technical specifications and the estimated quantities are detailed in Annex A of this document.

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

Delivery Location: UNHCR Offices located in Ukraine as stated in Annex A.

Delivery Lead time: Please mention your best delivery lead time to the different locations stated in Annex A. All things being equal, offers with shorter delivery lead time will be given preference.

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 19** "settlement of disputes" of the UNHCR General Conditions of Contracts for provision of Goods and Services shall not be deemed to be a "cause" for or otherwise to be 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.

2. REQUEST FOR CLARIFICATIONS

Requests for clarifications should be submitted in writing (by email) to ukrkipro@unhcr.org (with a copy to: gurung@unhcr.org).

The **deadline for submission of Requests for Clarifications** is on **29 September 2023, 23:59H (Kyiv Time)**.

UNHCR will compile the questions received and will respond to all Bidders participating in the tender competition, shortly after the query deadline.

3. PREPARATION OF QUOTATION

Quotations should be prepared based on the guidelines set forth in this Request for Quotation.

Please refer to and use the following Annexes to prepare your offer. Your quotation must include the following:

3.1 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 for Goods (Rev. July 2018) in English and Ukrainian languages, in case of any conflicts or inconsistencies between the two versions, the English version shall prevail

- **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.

3.2 Content of the TECHNICAL OFFER

The technical details of the goods and/or services requested by UNHCR can be found in the **Terms of Requirement (TOR) (Annex A)**. Your technical offer should clearly disclose any discrepancies with the specifications given. Your technical offer should be concisely presented, using the **Technical Offer Form (Annex B)**.

- **Annex B:** Technical Offer Form – *please fill-up, sign and submit*

3.3 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 in Annex C.
- Your Financial Offer must contain an overall offer in a single currency.
- See **Section 9 – Payment Terms** of this RFQ for more details.

Important: 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.

4. PERIOD OF VALIDITY OF QUOTATIONS

Offers shall be valid for a period of **90 calendar days** after the submission deadline as prescribed on **Section 7 “Instructions for Submission of Offers”** of this RFQ. An offer valid for a shorter

period may be rejected as non-responsive.

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

5. AMENDMENT OF RFQ DOCUMENT

At any time prior to the deadline for submission of offers, UNHCR may amend the RFQ Documents by issuing an addendum. Any addendum issued shall be part of the RFQ Documents and shall be communicated in writing to all interested bidders and/or directly invited by UNHCR to participate in the procurement exercise.

6. COST OF PREPARING AND SUBMITTING AN OFFER

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

7. INSTRUCTIONS FOR SUBMISSION OF OFFERS

Quotations should be prepared based on the guidelines set forth in this Request for Quotation, then sent by email to ukr-rfq-offers@unhcr.org no later than **05 October 2023, 23:59H Kyiv Time (Submission Deadline)**. **Please note that all offers sent to a different email ID will be disqualified automatically.**

Please note the following guidelines for electronic submissions:

- Your quotation must be written in the English or Ukrainian language (preferably in English) and sent in PDF format;
- Your quotations must be sent in PDF format (as an addition, Excel or other formats may also be requested);
- 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 that 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;
- Please indicate the following in the e-mail subject field:

UKRKI/RFQ/2023-153_[Name of your firm]_[Number of e-mails that are sent (example: 1/2, 2/2)].

UNHCR may, at its discretion, extend the deadline for the submission of quotations, by notifying all prospective bidder 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 bidder.

8. EVALUATION OF QUOTATIONS

Offers shall be evaluated based on the following criteria:

- Qualifications and eligibility based on the information and documentary evidence provided in accordance to **Section 3.1 “Content of the Eligibility Requirements”**
- Compliance with the technical requirements based on the information and documentary evidence provided in accordance to **Annex B “Content of the Technical Offer”**
- All-inclusive price offer based on the information and documentary evidence provided in accordance to **Section 3.3 “Content of the Financial Offer”**

For evaluation purposes only, if offers are received in various currencies, the offers submitted in currency 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.

The frame agreement(s) shall be awarded to the qualified bidder(s) with the lowest priced offers on a per item basis while meeting the minimum technical requirements.

9. PAYMENT TERMS

The standard payment terms of UNHCR are **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 RFQ will be made in the currency of the winning offer(s). Payment will be made in accordance to the UNHCR General Conditions of Contracts and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR.

IMPORTANT:

The Financial Offer must cover all the services and goods to be provided (price “all inclusive”)

For all bidders in Ukraine, payment will be executed or made in hryvnia (UAH) at the United Nations rate of exchange in effect on the date the Invoice and Act of Acceptance. Please follow the link below: <https://treasury.un.org/operationalrates/OperationalRates.php>

10. LIQUIDATED DAMAGES

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 0.1% for each day of delay beyond the date upon which the Goods were due to be delivered. The claimed liquidated damages may not exceed 5% of the total value of the relating purchase order.

11. INSPECTION

Inspection 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. Place of Inspection: Shall be notified by UNHCR at time of contracting (Purchase order).

12. UNHCR’S RIGHT TO ACCEPT ANY QUOTATION AND TO REJECT ANY OR ALL QUOTATIONS

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

UNHCR reserves the right to accept or reject any offer, and to cancel the process of competition and reject all offers, 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 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 to cater to future requirements of UNHCR or any other UN agencies.

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 offers 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.

13. 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 RFQ, may include, but neednot 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 the Purchaser, where available; and

14. 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.

15. UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS

Please note that the UNHCR General Conditions of Contracts (Rev. July 2018) will be strictly adhered to for the purpose of any future contract.

Thank you for your kind attention.

Dhanu Gurung

Associate Supply Officer,
UNHCR Representation in
Ukraine