

DATE: 12 December 2023

REQUEST FOR QUOTATION No.: UKRKI/RFQ/2023-160

**FOR THE ESTABLISHMENT OF FRAME AGREEMENTS FOR THE
SUPPLY AND DELIVERY OF VISIBILITY ITEMS FOR THE UNHCR
OPERATION IN UKRAINE**

CLOSING DATE AND TIME: 03 January 2024, 23:59H 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 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 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 agreements on the supply and delivery of visibility items for the UNHCR Operation in Ukraine with an initial duration of 1 year, potentially extendable for the further period of **1 year (1+1)**.

- **Items quantities** – please refer to **Annex A - Estimated Requirements for the whole contract duration**

PLEASE NOTE: 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.

- **Items description** – please refer to **Annex A1, A2** to check the detailed description for the required goods and/or services.
- **Delivery Location:** please refer to clause 3.2 Final Delivery Points (FDP):
- **Delivery Lead time:** Please mention your best delivery lead time to the different locations stated in Section 3.2 (Final delivery point FDP). All things being equal, offers with shorter delivery lead time will be given preference.
- **Submission required for LOT of items:** Items are divided into 2 lots. Interested bidders may bid

for either LOT I or LOT II or for both LOTs. Partial offer for any LOT will not be accepted.

PLEASE NOTE:

- UNHCR may award Frame Agreement(s) with initial duration of 1 year, potentially extendable for the further period of 1 year (1 + 1) years. The successful bidders will be required to maintain their quoted price model for the duration of the Frame Agreement(s).
- It is strongly recommended that this Request for Quotation 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.
- This document is not to be construed in any way as an offer to contract with your firm.

2. REQUEST FOR CLARIFICATIONS

Requests for clarifications should be submitted in writing (by email) at ukrkiopro@unhcr.org

The **deadline for submission of Requests for Clarifications** is on

22 December 2023, 14:00 H(Kyiv Time).

Please indicate in the e-mail subject field:

- **UKRKI/RFQ/ 2023-160;**

- Name of your company.

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;*
 - A) Companies who are “**not yet registered**” and are interested in doing business with UNHCR Ukraine must submit (filled-up in Latin, 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.
 - B) UNHCR Vendor ID. 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.
- **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;*
- **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.**

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

I. Annex B: Technical Offer Form – please fill-up, sign and submit for LOT I or LOT II or for both.

- **Items description:** Technical offer should clearly disclose any discrepancies with the specifications given. Technical offer should contain detailed description (e.g. brand and model, specifications, features, etc.) of goods being offered).
- **Delivery Lead-time:** indicate lead time in **Calendar days** to the Final Delivery Point (**FDP**) upon receipt of order confirmation.

Final Delivery Points (**FDP**):

- 1) UNHCR CO Kyiv - 75 Zhylianska str., BC Eurasia
- 2) UNHCR FO Lviv – 15 Paliia str.
- 3) UNHCR SO Dnipro - 17, Lamana str.
- 4) UNHCR SO Vinnytsia - 26, Malinovskoho str.
- 5) UNHCR FO Uzhhorod - 5, Lva Tolstoho str.
- 6) UNHCR SO Chernivtsi 1-E, Pylypa Orlyka Str.
- 7) UNHCR FO Poltava – 3 Kotliarevskoho Street
- 8) UNHCR FO Odessa – 72/74 Velyka Arnautska Str.

- **INCOTERMS:** The International Chamber of Commerce INCOTERMS 2010 shall apply for this RFQ and for any resulting purchase orders(s). The applicable INCOTERM shall be: **Delivered-at-Place DAP** to the Final Delivery Points mentioned above.
- **Warranty:** Bidders are required to provide defects and liability period for the product quality and workmanship.
- **Country of Origin for products:** The technical offer shall state place of manufacture of the products.

II. Samples of products: Bidders are required to provide samples of proposed products (as per description in **Annex B**, brand, model etc.)

PLEASE NOTE: it is **not mandatory** that samples are branded with the UNHCR Logo.

- For **LOT I** please provide artistic impression (digital samples –drawing, pictures), no physical delivery is required.
 - For **LOT II** sample is required
- **List of samples to be provided:**
- 1) Winter hat
 - 2) Baseball cap
 - 3) Long-sleeved t-shirt
 - 4) T-shirt, round-neck (short-sleeved)
 - 5) T-shirt, polo-style
 - 6) Sweatshirt with hood (with zipper)
 - 7) Sweatshirt with hood (without zipper)
 - 8) Winter jacket with hood
 - 9) Vest, warm
 - 10) Unisex field vest (reporter's jacket)
 - 11) Raincoat
 - 12) Hardshell jacket

- **Sample product delivery address:**

UNHCR Country Office Kyiv

75, Zhylianska str, Business Center “Eurasia”, Kyiv, 01032, Ukraine

- **Contact person: Anton Nakonechnyi.**

- **Contact details: +38 (050) 332 00 54**

(Please share return delivery address and contact person on each parcel if the sample is to be returned.)

Sample product delivery deadline: 03 January 2024, 17:00H Kyiv Time

3.3 Content of the FINANCIAL OFFER

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

- Please indicate prices for items for LOT I or LOT II or for both.
- Please indicate prices for different item batch quantity < 50 pc. (less than 50 pieces) or ≥ 50 pc (greater than or equal to 50 pieces) where applicable.
- Your Financial Offer must contain an overall offer in a single currency, **USD (US dollar)**.
- Please indicate all prices **excluding VAT**.
- Please check **Section 9 – Payment Terms** of this RFQ for more details.
- The Financial Offer must cover all the services to be provided (price “**all inclusive**”).

PLEASE NOTE:

- 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>
- 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.
- The successful bidders will be required to maintain their quoted price model for the duration of the Frame Agreement(s) 1 year, potentially extendable for the further period of 1 year (1 + 1) years.

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:

03 January 2024, 23:59H Kyiv Time (Submission Deadline).

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 (**20 Mb**) 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- 160_[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 (and samples, where applicable) provided in accordance to **Section 3.2 “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, total amount of **Content of the Financial Offer** will be calculated in the following approach:
 - 1) For Items in Annex A - Estimated Requirements with total quantity less than 100 pcs, formula:
Total amount = quantity x batch price < 50 pc.
 - 2) For Items in Annex A - Estimated Requirements with total quantity **greater than or equal to 100 pcs**, formula: **Total amount = (quantity/2 x batch price < 50 pc.) + (quantity/2 x batch price ≥ 50 pc.)**
 - 3) For Items in Annex A, geographical distribution of deliveries, **quantity** per location:
 - Total item quantity for UNHCR CO Kyiv = **Total Item Quantity x 0.2;**
 - Total item quantity for UNHCR FO Lviv = **Total Item Quantity x 0.1;**
 - Total item quantity for UNHCR SO Dnipro = **Total Item Quantity x 0.15;**
 - Total item quantity for UNHCR SO Vinnytsia = **Total Quantity x 0.15;**
 - Total item quantity for UNHCR FO Uzhhorod = **Total Item Quantity x 0.1;**
 - Total item quantity for UNHCR SO Chernivtsi = **Total Item Quantity x 0.1;**
 - Total item quantity for UNHCR FO Poltava = **Total Item Quantity x 0.1;**
 - Total item quantity for UNHCR FO Odessa = **Total Item Quantity x 0.1.**
- UNHCR will conduct an evaluation on a per **LOT basis**. Interested bidders may bid for any LOT(s) or for LOT I and LOT II.
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.

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 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 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 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.

Signature
Adam Ali Abdurahman
Senior Procurement Officer