



UNHCR

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

DATE: 16/07/2024

REQUEST FOR PROPOSAL: No. RFP/GRC/2024/003

**FOR THE FOR THE ESTABLISHMENT OF FRAME AGREEMENT(S) FOR THE
PROVISION OF**

**donor database system development and maintenance services for UNHCR Private
Sector Partnerships in Greece**

CLOSING DATE AND TIME: 12/09/2024 – 23:59 hrs Local Greek Time

INTRODUCTION TO UNHCR

The Office of the United Nations High Commissioner for Refugees was established on December 14, 1950 by the United Nations General Assembly. The agency is mandated to lead and co-ordinate international action to protect refugees and resolve refugee problems worldwide. Its primary purpose is to safeguard the rights and well-being of refugees. It also has a mandate to help stateless people.

In more than five decades, the agency has helped tens of millions of people restart their lives. Today, UNHCR now has more than 16,765 personnel in more than 138 countries and has helped more than 50million refugees to successfully restart their lives. To help and protect some of the world's most vulnerable people in so many places and types of environments, 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), located in Greece invites qualified suppliers, and service providers to make a firm offer for the establishment of Frame Agreement(s) for the provision of donor database system development and maintenance services for UNHCR Private Sector Partnerships in Greece for UNHCR Private Sector Partnerships in Greece and Cyprus (referred to hereinafter as services).

IMPORTANT:

The Terms of Reference (ToRs) are detailed in Annex A of this document.

UNHCR may award Frame Agreement(s) with initial duration of 3 (three) years, potentially extendable for a further period of 2 (two) years. The successful bidders will be requested to maintain their quoted price model for the duration of agreement.

The estimated annual requirement of UNHCR is specified on Annex A.

Please note that figures have been stated in order to enable bidders to have an indication of the projected requirements. It does not represent a commitment that UNHCR will purchase a minimum quantity of services. Quantities may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders against Service Contract.

Other United Nations Agencies, Funds and Programmes shall be entitled to the same prices and terms as those contained in the offers of the successful bidders and could form the basis for a Frame Agreement with other UN Agencies.

IMPORTANT:

When a Frame Agreement is awarded, either party can terminate the agreement only upon 30 days' notice, in writing to the other party.

The initiation of conciliation or arbitral proceedings in accordance with **article 18** "settlement of disputes" of the UNHCR General Conditions of Contracts for provision of Services shall not be deemed to be a "cause" for or otherwise to be in itself a termination clause.

It is strongly recommended that this Request for Proposal and its annexes be read thoroughly. Failure to observe the procedures laid out therein may result in disqualification from the evaluation process.

Sub-Contracting: Please take careful note of article 5 of the attached General Terms and Conditions (Annex E).

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

2. BIDDING INFORMATION:

2.1. RFP DOCUMENTS

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

- Annex A: Terms of Reference (ToRs)
- Annex B: Technical response Form
- Annex C: Financial Offer Form
- Annex D: Vendor Registration Form
- Annex E: UNHCR General Conditions of Contracts for the Provision of Services – *revision July 2018*
- Annex F: UNHCR Special Data Protection Condition.
- Annex G: UN Supplier Code of Conduct
- Annex H: eTenderBox Registration Guide
- Annex I: eTenderBox Supplier User Manual

2.2 ACKNOWLEDGMENT

We would appreciate your informing us of the receipt of this RFP greatprocure@unhcr.org as to:

- Your confirmation of receipt of this RFP
- Whether or not you will be submitting a bid
- **Whether you wish to participate in the pre-bid conference, confirmation and names and email addresses of the participants [to be sent by 30 August 2024 at 23:59 hrs](#)**

IMPORTANT:

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

2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification or any question in respect of this RFP by e-mail to UNHCR Supply Unit, at GREATPROCURE@unhcr.org. **The deadline for receipt of questions is 23:59 hrs local time in Greece, on 30/08/2024.** Bidders are requested to keep all questions concise.

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.

UNHCR will reply to the questions received as soon as possible by means of publication on its website or by email to all invited bidders.

2.3.1 PRE-BID CONFERENCE

UNHCR will compile the questions and will organize a supplier pre-bid conference, which will be held via Microsoft team's the first week of September 2024. Exact date and time will be announced to the interested parties via email.

A maximum of two representatives per company is allowed. Names and contact details (e-mail addresses) of the company's representatives must be provided, at least by **30/08/2024**, by e-mail to GREATPROCURE@unhcr.org. Changes in staff need to be shared in advance; otherwise, they may not be able to participate.

Participation to the pre-tender conference shall be at the bidders' own expenses. There will be no reimbursement from UNHCR.

Participation to the pre-tender conference is **strongly recommended given the complexity of the requirements.** However, after the supplier conference, a Questions & Answers document will be prepared and posted on the UNHCR website or distributed by email to all invited bidders.

2.4 YOUR OFFER

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.

Certificates, Tax and Insurance clearance and any other document issued by the Greek - Authorities can be submitted in Greek (no need to translate it in English). Documents issued in any other language shall be accompanied with a translation in English.

The rest of the proposal and the offer must be prepared and submitted in English as per the tender document.

Please submit your offer using the Annexes provided. Offers not conforming to the requested formats may be not 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 other than the submission e-mail address will result in disqualification of the offer.** Please send your bid directly to the address provided in the "Submission of Bid" section 2.6) of this RFP.

Your offer shall comprise the following two sets of documents:

- Technical offer stamped and signed
- Financial offer stamped and signed

2.4.1 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 information required.

The Terms of Reference (ToRs) of the services requested by UNHCR can be found in **Annex A**. Clearly state and disclose any discrepancies with the specifications given.

Your technical offer should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information, Annex B must be also submitted as part of your technical proposal. Please note that there are mandatory requirements that you will need to provide on your technical offer (Annex B contains the details).

A. Description of the company and the company's qualifications

A description of your company with the following documents: company profile and registration certificate:

- Year founded;
- If multi location company, specify headquarters location;
- Number and description of similar and successfully completed projects;
- Number and description of similar projects currently underway;
- Clients (non-for-profit sector) from the past 5 years (current and former clients in total) and description of relevant projects undertaken, successfully completed
- Clients (private sector) from the past 5 years (current and former clients in total) and description of relevant projects undertaken, successfully completed.
- Completion of Annex B bidder's self-assessment.

Include any information that will facilitate our evaluation of your company's substantive reliability, financial and managerial capacity to provide the services.

B. Understanding of the requirements for services, and proposal to respond to UNHCR requirements.

Please describe the proposed methodology to meet the requirement, should not be longer than three (3) pages long.

C. Team Structure – Proposed Personnel

Outline the project team structure and individual roles, responsibilities and their previous experience.

- i) Tabular format, list of the team members with their respective role and years of experience in that same role.

- ii) Please use Annex B technical response form, tab 1, to provide information about the experience and qualifications of project management team **or** provide half-page biography and experience of the project team .

The below administrative documentation should be also included in the Technical Proposal and will be assessed by the Supply Unit for all potential or existing suppliers.

Vendor Registration Form: Even if your company is already registered with UNHCR, you should complete, sign and submit with your technical proposal the latest Vendor Registration Form (**Annex D**).

- **UNHCR General Conditions for Provision of Services (revision July 2018):** Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Services by signing **Annex E**.
- **UNHCR Special Data Protection Conditions:** Your technical offer should contain your acknowledgement of the UNHCR Special Protection Conditions by signing **Annex F**

However, please note that submitting an offer is deemed as full acceptance of UNHCR's General Conditions for Provision of Services.

A supplier visit may be required to complement the narrative of the technical evaluation.

2.4.2 Content of the FINANCIAL OFFER

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

The financial offer must cover all the goods / services to be provided (price "all inclusive"), meaning that no further cost will be absorbed by UNHCR in case of selection.

The Financial Offer is to be submitted as per the Financial Offer Form (**Annex C**). Bids that have a different price structure may not be accepted.

UNHCR is exempt from all direct taxes and customs duties. With this regard, price has to be given without VAT.

You are requested to hold your offer valid for **120** days from the deadline for submission. UNHCR will make its best effort to select a company within this period. UNHCR's standard payment terms are within 30 days after satisfactory implementation and receipt of documents in order.

The cost of preparing a bid and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment. Any activity undertaken or expenses incurred in preparation of a contract before an actual contract is signed shall be borne by the Bidder. An advance notice or information of award is not to be considered as a contract.

UNHCR will not provide any advance payments or payments by letter of credit. The standard payment terms are by bank transfer net thirty (30) days after acceptance of contractor's invoice and delivery of the goods to the and/or acceptance by UNHCR of the services.

2.5 **BID EVALUATION:**

Each proposal from a Bidder will be considered separately and independently. Bidders shall submit a complete proposal for each solicitation in which they wish to participate. References to previous or on-going proposals will be not considered. Award of a previous contract with UNHCR will not be considered in itself as a preference or guarantee for the award of future solicitations on the same subject.

2.5.1 **Supplier Registration:**

The qualified supplier(s) will be added to the Vendor Database after investigation of suitability based on the submitted Vendor Registration Form and supporting documents.

Even if your company is registered with UNHCR, you should complete, sign and submit with your technical proposal the latest Vendor Registration Form (**Annex D**), with all the following supporting documents:

- Tax Registration;
- Insurance Clearance Certificate, and Tax Clearance Certificate or Certificate of Tax Exemption, if any such privilege is enjoyed by the Bidder
- Status of the company;
- Bank account details (bank account number and beneficiary);
- Any other document attesting commercial capacities and sound management (last audit report and audited financial statements for companies with transactions more than \$150,000), if applicable
- Certificate of Registration of the business in the relevant Chamber
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country;
- Trade name registration papers, if applicable;

The vendor registration form (**Annex D**) should be signed by the legal representative of the company, as indicated in the status of the company document.

Failure to provide the abovementioned documentation, might lead to disqualification.

2.5.2 **Technical and Financial evaluation:**

For the award of this project, UNHCR has established evaluation criteria which govern the selection of offers received. Evaluation is made on a technical and financial basis. The percentage assigned to each component is determined in advance as follows:

The **Technical offer** will be evaluated using inter alia the following mandatory and percentage distribution criteria: **70%** from the total score:

SN	Mandatory Criteria	PASS/FAIL
1	Eligibility to provide services in Europe (being registered in Europe and be based in Europe)	MANDATORY
2	Annex B tab 2, functional requirements	all services listed as mandatory in Annex B 'functional requirements' must be provided
3	Annex B tab 2, technical requirements	all services listed as mandatory in Annex B 'functional requirements' must be provided
Total:		PASS or FAIL

Remark:

Only bidders **that will comply with all mandatory criteria** will be considered for further technical evaluation. Failure to comply even with one of them will result to disqualification.

Scoring Criteria	Maximum Points
Clients and similar projects	30 points
Project management Team	40 points
Total:	70 points

The Technical offer score will be calculated according to the percentage distribution for the technical and financial offers.

IMPORTANT NOTE:

- Only bidders that will comply with all the mandatory criteria will proceed with further evaluation.
- The cut-off point for submissions to be considered technically compliant will be **42 points out of the out of the 70 points.**

Clarifications of Proposals:

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

The **Financial offer** will use the following percentage distribution: **30%** from the total score.

The financial component will be analyzed only for those suppliers that pass the technical evaluation.

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

For evaluation purposes only, the offers submitted in currency other than EUR(Euros) will be converted into EUR Euros using the United Nations rate of exchange in effect on the date the submissions are due.

The offers must bear your official letter head, clearly identifying your company.

Bids should be submitted by file upload to eTenderBox, the online bid registration tool of UNHCR.

The eTenderBox can be accessed via the following URL: <http://etenderbox.unhcr.org>

In order to use eTenderBox, registration on the website is required. This registration is exclusively for eTenderBox and does not replace any other registration with UNHCR.

A supplier should have only one registered email account in the system. The supplier must use only that eTenderBox account for managing its offers to UNHCR. For further guidance related to e-tenderbox, please refer to Annexes I and J .

All attachments should be in PDF format. (Copies of the PDF format documents may, as an addition, be included in Excel or other formats etc.).

The Technical and Financial offers shall be clearly separated.

IMPORTANT:

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

Deadline: 12/09/2024 – 23:59 hrs Local Greek time

Once the deadline for submission is expired, the bid will be automatically closed after which the uploaded files can be reviewed but options for additional upload and deletion of previously uploaded files are not available anymore. In order to ensure the safe submission of the full and final offer, it is recommended to have all files uploaded well before the tender deadline.

IMPORTANT:

Any bid received after this date or sent to another UNHCR address may be rejected. UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective bidders simultaneously.

UNHCR will not be responsible for locating or securing any information that is not identified in the bid. Accordingly, to ensure that sufficient information is available, the bidder shall furnish, as part of the bid, any descriptive material such as extracts, descriptions, and other necessary information it deems would enhance the comprehension of its offer.

IMPORTANT NOTES for the submission:

- Offers must be submitted electronically via e-tender box (guidance Annexes I and J);
- No document downloading links are accepted. All documents must be attached on the submission;
- The Technical and financial offers must be submitted in separate attachments;
- No pricing information must be included in the technical offer;
- All files must be free of viruses and not corrupted;
- UNHCR reserves the right to accept or reject any offers that is not following the email submission instructions;
- In case of technical issues/query regarding the eTenderBox and your submission, please send an email to the following email address: **greatbid@unhcr.org**;
- The maximum size limit per attachment to the eTenderBox is **10 MB**.

IMPORTANT:

Any bid received after this date or sent to another UNHCR address may be rejected. UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective bidders simultaneously.

2.7 BID ACCEPTANCE:

UNHCR reserves the right to accept the whole or part of your bid, or allow split or partial awards on this project.

Cancellation of Solicitation: UNHCR reserves the right to cancel a Solicitation at any stage of the procurement process prior to final notice of award of a contract.

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

UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective suppliers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by UNHCR at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that UNHCR is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract will be awarded to the bid considered most responsive to the needs, as well as conforming to UNHCR's general principles, including economy and efficiency and best value for money.

2.8 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

Any Purchase Order (PO) issued as a result of this RFP will be made in the currency of the winning offer(s). Payment will be made in accordance to the General Conditions for the Provision of Services and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR business owner.

UNHCR payments are processed through UNHCR Headquarters accounts, and as such, will be received by the Contractor's designated local bank account as an international incoming transfer. UNHCR is not liable/responsible for any commission charges, depending upon the agreement the Contractor has with its bank. This should be taken into consideration and be included in the financial quote of each bidder.

In addition to any other rights and remedies available to it, UNHCR shall have the right, without prior notice to the Contractor (any such notice being waived by the Contractor), upon any amount becoming due and payable hereunder to the Contractor, to set-off any payment, indebtedness or other claim (including, without limitation, exempted VAT, any overpayment made by UNHCR to the Contractor or any claim for loss or damage to UNHCR property) owing by the Contractor to UNHCR hereunder or under any other agreement between the Parties. UNHCR shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off. Should the supplier fail to take steps to refund any amounts due to UNHCR (e.g. VAT waived), UNHCR withholds its right to record such a behavior as a performance matter (low performance under the contract) on the Supplier Performance Evaluation Form based on the Key Performance Indicators (KPIs) and would additionally consider such a performance element with added weight in considering any future awards to the same supplier.

Article 20 of the UNHCR General Conditions for the provision of services/goods (revision July-2018) applies to Tax Exemptions. Additionally, as per local provisions guiding such, upon receipt of the invoice, UNHCR will process it for VAT and tax exemptions according to the applicable regulations. Indicatively (not exhaustively) the currently applicable circulars are "ΠΟΛ" 1268/2011 (ΦΕΚ Β'39/ 20-01-2012) or 1180/2016 (ΦΕΚ 4086 Β'/20-12-2016) and its amendment Decision No. Α. 1094/2022 (ΦΕΚ Β' 3651/12-07-2022). Upon confirmation of receipt of Goods and/ or Services as per Contract Terms, UNHCR will settle the amounts due. The same process also extends to EU-based suppliers outside Greece.

2.9 UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF SERVICES

Please note that the General Conditions of Contracts (Annex E) will be strictly adhered to for the purpose of any future contract. The Bidder must confirm the acceptance of these terms and conditions in writing.

2.10 ZERO Tolerance Policy

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

2.11 The UN Global Compact

UNHCR supports the UN Global Compact Initiative put forward on 31 January 1999 by UN Secretary-General Kofi Annan that would bring companies together with UN agencies, labor and civil society to support ten principles in the areas of the human rights, labour, environment and anti-corruption.

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

2.12 Procurement Debriefs

Bidders may check the relevant site for information on the process on debriefing process. <https://www.unhcr.org/procurement-debriefs-protests.html>

2.13 General Information om UNHCR’s Business Transformation Programme:

On 18 September 2023, UNHCR successfully switched to the Cloud ERP! The Cloud ERP Project is part of UNHCR’s Business Transformation Programme. The Project replaced UNHCR’s past Enterprise Resource Planning (ERP) system for finance-budget and supply management. Cloud ERP introduces new functionalities for Suppliers.

Suppliers will now do business with UNHCR in a secure online environment, called the Supplier Portal, where you can create and update your profiles as needed, manage orders/contracts, and submit invoices. You may find relevant information using the following link: <https://www.unhcr.org/get-involved/work-us/become-supplier/how-become-supplier>

2.14 ACTIVITIES CALENDAR

Activity	Date	Mail/Link
Tender Open date	16/07/2024	NA
Expression of interest to participate in the pre-bid conference	30/08/2024	GREATPROCURE@unhcr.org
Clarifications requests	30/08/2024	GREATPROCURE@unhcr.org
Pre-bid conference	First week of September. Exact date and time to be announced.	Link will be provided
Deadline to submit offers	12/09/2024	http://etenderbox.unhcr.org

Georgios Saragas
Associate Supply Officer
UNHCR Greece