

DATE: 31-OCT-2024

INVITATION TO BID: No. SOQ/ITB/2024/001

FOR THE ESTABLISHMENT OF A FRAME AGREEMENT FOR THE SUPPLY AND DELIVERY OF SCHOOL STATIONERY TO UNHCR SIB OFFICE QUETTA IN BALOCHISTAN FOR A PERIOD OF 3 YEARS

CLOSING DATE AND TIME: 14TH November 2024 – 17:00 hrs. PST

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 6,600 people in more than 110 countries continues to help about 34 million persons. 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), Pakistan, invites qualified suppliers, traders, and manufacturers to make a firm offer for the establishment of A Frame Agreement(s) for **the supply and delivery of school stationery** to UNHCR sub office Quetta in Balochistan (referred to hereafter as Goods and Services).

IMPORTANT:

Exact technical specifications of the items are detailed in **Annex B** of this document.

UNHCR may award Frame Agreement(s) with a duration of 3 years for supply and delivery of School stationery. The successful bidders will be requested to maintain their quoted price model for the duration of the Frame Agreement(s).

The estimated requirement of UNHCR is specified on Annex B.

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 require the totality of the above quantity. Quantities may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders against the Frame Agreement.



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 60 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 in itself a termination clause.

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

QUALITY CONTROL THROUGHOUT THE FRAME AGREEMENT:

UNHCR may carry random quality inspections, including specific selected criteria for laboratory test to products or items selected by UNHCR or by an independent surveyor appointed by UNHCR from samples selected during production, upon departure, loading, unloading, arrival to destination or from any storage location. The cost of the quality control inspections and laboratory tests will be covered by UNHCR.

In cases of supplier's quality default, in addition to the good's PO penalty clauses, the inspection and laboratory cost will be charged to the supplier.

Sub-Contracting: Please take careful note of article 4 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. ITB DOCUMENTS

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

Annex A: Calendar of Activities
Annex B: Technical Specifications
Technical offer form

Annex B2: Offered Specification form Annex C: Financial Offer Form Vendor Registration Form

Annex E: UNHCR General Conditions of Contracts for the Provision of Goods and

Services - 2018

Annex F: UN Supplier Code of Conduct Annex G: Sample Picture of School Bags

2.2 ACKNOWLEDGMENT

We would appreciate your informing us of the receipt of this ITB by return e-mail to pakqurfq@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, Chamber of Commerce, UNGM website, printed media etc.)

IMPORTANT:

Please note that Bid Submissions are **NOT** to be sent to the e-mail address above.

2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification in respect of this ITB by e-mail to pakqurfq@unhcr.org. The deadline for receipt of questions is 17:00hrs PKT on 05-November-2024].

IMPORTANT:

Please note that Bid Submissions are **not** to be sent to the e-mail addresses above. Failure to comply with this provision may result in disqualification.

UNHCR will reply to the questions received as soon as possible using the messaging functionality in ERP portal and /or by attaching the list of Questions and Answers to this RFP in this ERP portal or post the responses to UNGM and UNHCR Pakistan website.

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.

Please submit your offer in ERP using the Annexes provided. Offers submitted outside the ERP portal will 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 other than the submission mode in the portal will result in disqualification of the offer.

Your offer shall comprise the following two sets of documents:

- Technical offer
- Financial offer

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 technical details of the products requested by UNHCR can be found in **Annex B.** Your technical offer should clearly state using Annex **B2**, whether or not the goods you are offering are fully conforming to the product specifications given. Clearly state and disclose any discrepancies with the specifications given.

Please fill out Annexes B1 and B2 with complete information regarding your offer for



respective item(s), and it is **mandatory** to provide pictures/brochures of the offered item(s) to enable the technical evaluation committee to evaluate your technical offers correctly. Failure to provide filled/complete Annexes B1 and B2 in your technical offer would lead to "technical disqualification".

The <u>following details</u> which comprise part of the Eligibility and Qualification Criteria should be provided in the Technical Part of your Offer shall also be provided in the Technical Offer.

Registration of Firm: The prospective bidder should be a company/firm having physical/legalpresence in Pakistan, and shall provide copies of registration documents, like valid certificate of registration of the business, Articles of Incorporation etc. The core business must be in line with the manufacturing/supply of items as mentioned in Annex-B.

Company Profile: The bidder shall provide complete company profile including description of the company and the company's qualifications (contract capacity): A description of your company with the following information: (Relevant documents must be signed/stamped whereapplicable).

- i. Year founded and type of firm (e.g. Manufacturer, Distributor, Reseller);
- ii. Number of years of experience in supply of similar products/service;
- iii. If multi location company, specify locations of presence in the Pakistan.
- iv. Number of institutions the company has supplied same goods/services to. Please, provide contact details of such institutions. UNHCR at its sole option may decide to conduct referencechecks of the quality of the products/service and level of after sales services provided by the bidder.

Financial Capacity: Your offer should include certified audited reports for last two years, starting from 2021 onwards, showing an annual turnover amount of at least PKR. 20 million and above.

Experience of Firm: The bidder shall show proof of a minimum of 3 years' experience in the manufacture/supply of **School Stationery** by submitting at least 5 contracts, (work orders and POs with reference letters) each of PKR. 5million or above. All documents must be credible with letter heads and/or stamps of issuing organizations.

Earnest Money/Bid Security: During the bid evaluation process UNHCR may separately request bidder(s) to provide bid security of PKR 1,000,000 in the form of a Demand Draft / Pay Order / Call Deposit from a bank with a minimum credit rating of "A". Bidders are therefore **not required** to submit bid security with their offers. However, bidders must clearly state in "**Annexes B1**— Technical Offer Form" their **acceptance** to provide bid security if requested by UNHCR separately at any later stage of the procurement process.

Incoterms: The International Chamber of Commerce Incoterms 2010 shall apply for this ITB and for any resulting purchase orders(s). It shall be **DAP - Delivered at Place**, at mentioned location(s) as indicated in <u>Annexes B1 - Technical Specifications</u> annexed to this ITB. Potential supplier shall be responsible and shall cover all risks up to delivery location mentioned in Annex B1.

Packaging of the goods: The technical offer shall clearly indicate the packaging of various items in compliance with highest standards of packaging for the type and quantities of each item. The packing shall mark the Purchase Order number and any



other identification information provided by UNHCR (as per serial numbers in Annex-B) as well as such other information as is necessary for the correct handling and safe delivery of the goods.

Goods intended for delivery in Balochistan shall be packed as follows; each school bag shall be packed in a plastic bag. The remaining stationery items shall be packed in separate boxes according to the descriptions and the delivery location shall be stated in the boxes.

Please ensure that all packing details are followed correctly. Content of all boxes/packages (list of items and quantities) and delivery location must be clearly labelled on the box/package.

Delivery Capacity: The bidder shall state the mobilization time, ex-stock quantity outside or within Pakistan and quantities available after one and two weeks of production lead time. Bidder must be able to deliver within a maximum of **45 calendar days** of issuance of the purchase order by UNHCR. The maximum delivery lead time of 45 calendar days shall include the period for obtaining of the GST exemption certificate (UNHCR shall take charge, if needed).

Transportation to Destination: Vendor will be responsible for safe delivery of school goods to the delivery location/locations. Vendor will obtain a signed Goods Receiving Note from the UNHCR Focal point (UNHCR will share these details at the time of issuing purchase order).

Inspection: Pre-delivery 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. UNHCR shall also have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the required specifications; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods.

Place of Inspection: The bidder shall state the place of pre-delivery inspection (City, district), either at manufacturing or storage site.

Warranty: The bid shall include defects and liability period with terms of warranty (where applicable). For each item, clearly mention in <u>Annex B1 – Technical Offer</u> Form.

Quality Certification: The bidder shall submit a copy of the internationally recognized or equivalent quality certificate of the manufacturing company together with a copy of quality certificate of the finished product where applicable or submit the quality assurance with acceptance that UNHCR may reject the items of poor quality.

Vendor Registration Form: If your company has not been registered yet with UNHCR you should complete, sign and submit with your technical offer the Vendor Registration Form (Annex D).

UNHCR General Conditions for Provision of Goods & Services: Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Goods & Services by signing **Annex E**.



UN Supplier's Code of Conduct: Your technical offer should contain your acknowledgement for adherence of the UN Supplier's code of conduct by signing **Annex F.**

Alternative Products: If you have an alternative product(s) that fulfill the same function or offer better performance in terms of quality, cost-effectiveness, environmental impact, etc., we would like to ask you to include them in your offer in addition to the offer for items specified in **Annex B2**).

Please note, that if these alternative products are deemed as viable alternative to the existing product pending an evaluation from our technical experts, we will be issuing a separate tender notice for purposes of establishing agreements for those.

IMPORTANT:

If you have alternative product to offer, please clearly indicate the advantages over the standard items (**Annex B2**). Do not send only an offer for an alternative product, i.e. these should be sent in addition to an offer for the standard items requested. Do not send any samples of the products at this stage.

2.4.2 Content of the FINANCIAL OFFER

Your separate **Financial offer** must contain an overall offer in a single currency, Pakistan Rupee (PKR).

UNHCR will not accept liability for any increase in costs and that any additional costs and charges, whether foreseen or unforeseen, will be for the account of the Bidder.

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.

The following details shall be provided for each item:

Unit costs: The bidder shall quote the unit price DAP to UNHCR Sub office Quetta.

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

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. The pricing model quoted in the Supplier's offer will remain valid for the duration (3 years) of the Frame Agreement. 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.

2.5 BID EVALUATION:

2.5.1 Supplier Registration:

The qualified suppliers 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.

This will be followed later by performance evaluation as a supplier such as:

- Random / periodic testing of the supplier's products,
- · Ability to respond quickly to Agency's needs,
- Timely delivery,
- Dependability of products and services.
- Lead time for delivery

2.5.2 Technical evaluation:

The technical component of the submission will be evaluated using the criteria **PASS or FAIL.** The evaluation will be done in two stages, Preliminary mandatory stage and Technical stage. Only suppliers who pass all the mandatory requirements at stage 1 will proceed to stage 2 of the technical evaluation. To <u>PASS the technical evaluation stage</u>, suppliers need to meet all requirements in **stage 1 and stage 2**.

2.5.3 The preliminary / administrative evaluation stage of the submission will be assessed using the below criteria. This component of the submission will be reviewed by the technical evaluation committee together with the technical component of the submission. Therefore, the bidders shall attach the following documents as part of the Preliminary / Administrative criteria.

The documents to be provided by the company should include.

- 1. **General Conditions of Contracts (Annex E):** Please note that the General Conditions of Contracts will be strictly adhered for the purpose of any future contract. You are requested to submit a signed and stamped copy of the document as your acceptance of the same.
- 2. Acknowledgment of UN Supplier Code of Conduct (Annex F): You are requested to submit a signed and stamped copy of the document as your acceptance of the same.
- 3. **Company / Business Registration**: Bidder must be registered with Government Authorities (NTN, must provide a Certificate of incorporation or a valid copy of company registration certificate)
- 4. **Company / Business Profile**: The company profile must clearly indicate the year founded, type of firm (e.g., Contractor, Developer, Sub- Contractor), etc.
- 5. **Payment Term:** Bidders must accept UNHCR payment terms i.e., 30 days net after invoice is verified by UNHCR. No advance payment.
- 6. **Bid Validity: 120 days**. Note: The selected bidder must also accept to have their prices valid throughout the duration of the project implementation until final completion of works against issuance of a certificate of works completion.

2.5.4 Stage 2 – Technical evaluation:

The technical component of the submission will be evaluated using the criteria PASS or FAIL by using the below criteria and based on the requirements from Annex B.



Sr.	Technical Criteria	Pass / Fail
1.	Full compliance to Technical Specifications Requirements stated in Annex B. Does the Bidders Technical proposal comply with the Technical Specification requirements stated in Annex B? has supplier to signed, stamped and provided	Pass/Fail
2.	the signed Annex B1 and Annex B2. Financial capacity: Has supplier submitted certified audited reports for the last 2 years, starting from 2021 onwards, with a minimum annual turnover amount of PKR.20 million (each) and above?	Pass/Fail
3.	Delivery Capacity Acceptable delivery lead time. Has the supplier committed to supplying requested items, upon issuance of purchase order, within a maximum period of 45 days by signing and stamping annex B1and B2?	Pass/Fail
4	Company Experience: Has the bidder provided copies of the three (3) work orders with reference letters for similar items in the past 3 years (starting 2021 onwards) to UN/INGO/NGO or Government of PKR. 10 million or above?	Pass/Fail
5	Replacement of Defected/Damaged/Broken Items: Has the company accepted to replace the defected / damaged / broken items at site free of cost and without any charges by signing and stamping annex B1?	Pass/Fail

Only technically qualified bidders shall be financially evaluated. In order to be technically qualified and eligible for Financial Evaluation, bidders must "PASS" all the Technical Evaluation Criteria listed and stage 1 and stage 2 sections above.

2.6 Financial Evaluation:

The financial component will be analyzed for those bidders that pass the technical evaluation. The best offer meeting the specifications and above requirement will be selected.

Financial offers will be analyzed for only technically qualified bidders, and the evaluation will be done on the basis of lowest prices offered.

Important: Kindly upload financial offer document (Use Annex **C**: Financial Offer Form) in financial section (Financial Evaluation - Commercial) only. If your financial offer is visible in any part of the technical section, your proposal will be disqualified.

Your financial offer must contain all items in Annex C - Incomplete financial offers (incomplete Annex C) will not be considered for evaluation.

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.

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 acceptance by UNHCR of the works.

UNHCR is exempt from all direct taxes and customs duties. Since UNHCR is undertaking local procurement, therefore, price has to be given without VAT/GST. If requested by the successful bidder, UNHCR shall obtain from authorities GST exemption, upon provision of all required documents by bidder.

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.

2.6 SUBMISSION OF BID:

Bids should be submitted directly in the portal and all attachments should be uploaded 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 submitted in the specified sections. Failure to do so will result in disqualification.

The bids submission deadline is specified in the Overview section. Any bid received after this deadline or outside of the online portal will be rejected. UNHCR may at its discretion, extend the bid submission deadline and the notifications will be sent to all prospective bidders directly in the online portal. The extension of the deadline may accompany a modification of the requirements prepared by UNHCR at its own initiative or in response to a clarification requested by a prospective supplier.

It is the supplier's responsibility to verify that documents and correspondence have been submitted properly before the deadline.

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

IMPORTANT: Bids that are otherwise submitted, addressed and/or copied or sent to ot her addresses or individuals will be marked invalid and not considered for evaluati on. Incomplete offers that do not comply with our Invitation to bid – **SOQ/ITB/2024/001** will not be considered.

The technical offer and financial offer are to be uploaded as separately in the specified section in the ERP portal. Failure to do so will result into disqualification.

BID SUBMISSION DEADLINE: 14^{Th} November 2024 - 17:00 HOURS LOCAL TIME (PAKISTAN)



LATE SUBMISSION OF BIDS: The ERP Portal will deny access to suppliers who attempt to submit their bids after the closing deadline date and time. Should the bidder have any challenges in submitting their proposal, request for assistance should be sort by sending an email to pakqurfq@unhcr.org, at least 2 days before tender closing date. Bidders are encouraged to submit their proposals in good time to allow for any technical issues to be resolved.

2.7 BID ACCEPTANCE:

Bidders should bid for all the items listed in the Annex-B. UNHCR reserves the right to accept the whole or part of your bid. 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 Goods.

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.

NOTE TO BIDDERS:

If you are interested in submitting a response to this Request for Proposal, please prepare your response / proposal in accordance with the requirements and procedures as set out in this Request for Proposal and submit it by the deadline for submission of proposals set out in this document and in the supplier portal.

Offers must be submitted through the Cloud ERP portal. In case you have never registered before, you can register a profile using the registration link Supplier Registration (oraclecloud.com) and follow the instruction in guides available in the UNHCR website: How to become a supplier | UNHCR. Do not create a new profile if you already have one. Use the forgotten password feature in case you do not remember your password or username from previous registration.

In the event suppliers need to change the e-mail account in the system, it will be required to edit the focal person information and contact details in the system. Registration Guide and User Manual are available in the following link: Supplier Portal User Manual.

Should the bidder have any challenges in navigating through the Cloud ERP, request for assistance should be sort by sending an email to pakqurfq@unhcr.org Bidders are encouraged to register at the earliest to allow sufficient to for resolving challenges before the tender closing date.

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2.8 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

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 General Conditions for the Purchase of Goods and Services in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR business owner.

2.9 <u>UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES</u>

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.

Signature*

Richard Musaki Associate Supply Officer UNHCR Sub office Quetta