

DATE: 05 November 2024

REQUEST FOR QUOTATION No.: UKRKI/RFQ/2024/037

FOR THE PROVISION OF ALL MATERIALS, LABOR, TOOLS, EQUIPMENT AND THE PERFORMANCE OF ALL OPERATIONS NECESSARY FOR THE IMPROVEMENT OF THE UNHCR EMERGENCY SHELTER AND RENOVATION OF THE UNHCR OFFICE IN KYIV

CLOSING DATE AND TIME: 29 November 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 20,305 people in 136 countries¹. We have helped more than 50 million refugees to successfully restart their lives and continue to help over 117.3 million people who are currently displaced.

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 contractors to make a firm offer for the provision of all materials, labor, tools, equipment, and the performance of all operations necessary for the improvement of the UNHCR Emergency Shelter and Renovation of the UNHCR Office in Kyiv.

More details on the required goods and/or services are provided in the attached **Annex A.1 to A.8 (Statement of Works, Technical Drawings, manual, and guidelines), Annex B (Technical Offer Form), and Annex C (Financial Offer Form / Bill of Quantities).**

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.

¹ Sources: <https://www.unhcr.org/history-of-unhcr.html>

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

2. REQUEST FOR CLARIFICATIONS AND SITE VISIT

Participation in the site visit is recommended, but **NOT mandatory.**

First visit.

Date and time of the site visit: 13 November 2024, 14:00H, Kyiv time

Location: UNHCR Country Office Kyiv, 75 Zhylianska Street, Eurasia Business Center

Google map location: <https://maps.app.goo.gl/zCRV9viXREaxFejt6>

Second visit.

Date and time of the site visit: 20 November 2024, 14:00H, Kyiv time

Location: UNHCR Country Office Kyiv, 75 Zhylianska Street, Eurasia Business Center

Google map location: <https://maps.app.goo.gl/zCRV9viXREaxFejt6>

IMPORTANT:

A maximum of two representatives per company is allowed. Names and contact details of the company's representatives must be provided at least two (2) working days in advance by email to ukrkipro@unhcr.org with the subject heading "Site Visit: RFQ No. UKRKI/RFQ/2024/037". Changes in representatives need to be shared in advance; otherwise, they will not be able to participate.

Participation in the site visit shall be at the bidder's own expense. There will be no reimbursement from UNHCR.

During the site visit, Bidders may ask questions on the spot. However, Bidders may also submit any **requests for clarification** or questions in respect of this RFQ by e-mail to ukrkipro@unhcr.org with the subject heading: **"Inquiry: RFQ No. UKRKI/RFQ/2024/037" on or before 23:59H Kyiv time on 21 November 2024.**

UNHCR will compile all the questions received and will distribute the Question and Answer Sheet via email to all the Bidders.

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

- **Submission of Annex D: UNHCR Vendor Registration Form**
 - please fill and sign with company stamp (refer to the instructions below)
- **Acceptance of Annex E: UNHCR General Conditions of Contracts for Civil Works (October 2000)** in English and Ukrainian languages, in case of any conflicts or inconsistencies between the two versions, the English version shall prevail;
 - please read and acknowledge acceptance by signing (with company stamp) on Section 6 of Annex D: Vendor Registration Form

- **Acceptance of Annex F: UN Supplier Code of Conduct**
 - please read and acknowledge acceptance by indicating "Yes" on Section 5.4 of Annex D: Vendor Registration Form signing on the Vendor Registration Form (see Section 5.4);
- **FOR VAT PAYERS ONLY:**
 - Acceptance of Annex G: Procedure for filling out tax reporting documents** by providing signature and company stamp
- **Other requirements:**
 - Submission of valid commercial registration certificate- only companies who are registered in 2021 or earlier will be considered as qualified
 - Submission of a document(s) proving the company's registration status with the tax services in Ukraine (i.e. general tax conditions, unified tax payer, VAT)

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 **Annex A (Statement of Work), Annex B (Technical Drawings) and Annex C (Financial Offer Form / Bill of Quantities)**. Your technical offer should clearly disclose any discrepancies with the specifications given. Your technical offer should be concisely presented, using the **Annex B (Technical Offer Form)**.

- **Submission of Annex B: Technical Offer Form**
 - please fill-up, sign (with company stamp) and submit
- **Other requirements:**
 - Submission of Company Profile - which includes comprehensive information about our history, products, office and warehouse locations, senior management, number of employees, completed projects, certificates, and licenses, among other details.
 - Submission of minimum two (2) copies of purchase orders and/or contracts and/or Acts of Acceptance or similar documents related to provision of construction services

from the last three years (2021 to present), each valued at USD 15,000 or more.

Note: The submitted documents should provide clear evidence of the completion of work, including the scope, value, and date, along with confirmation of acceptance from the customer/client.

- Acceptance of the Defects Liability Period of one (1) year for both product quality and workmanship
- Acceptance of Annex B-7: UNHCR Guideline on Occupational Health and Safety Requirements for Contractors
- Confirmation that a Technical Supervision Engineer shall supervise all projects
- Submission of a Work Progress Schedule for each project
 - should include a detailed outline of the sequence of work activities, clearly indicating the order in which tasks will be completed. This schedule should specify timeframes for each activity, allowing for effective tracking of progress against planned milestones. Additionally, the schedule may include other relevant information, such as resource allocation, dependencies between tasks, and critical path analysis, to ensure that all stakeholders have a comprehensive understanding of the project timeline and can identify potential delays or issues in advance.

Note: Maximum implementation period is 60 days upon receipt of the Purchase Order for all Projects.

Actual implementation schedule to be determined together with UNHCR project engineer, with the acknowledgment that the implementation sequence and schedule shall be adjusted according to UNHCR's needs and operational requirement.

3.3 Content of the FINANCIAL OFFER

Using the provided **Annex C (Financial Offer Form / Bill of Quantities)**, bidders are required to provide an “**all-inclusive price**” price for each Project. **Only complete offers will be considered, covering the overall requirement scope (C.1 to C.4).** Please fill-up and sign with company stamp.

- **ANNEX C.1:** Financial Offer Form / Bill of Quantities
Project I - improvement of the UNHCR emergency shelter
- **ANNEX C.2:** Financial Offer Form / Bill of Quantities
Project II - renovation of bathroom for PWDs
- **ANNEX C.3:** Financial Offer Form / Bill of Quantities
Project III - construction of a coffee station & renovation of the door entrance and pathway for PWDs
- **ANNEX C.4:** Financial Offer Form / Bill of Quantities
Project IV - replacement of floor carpet in the UNHCR office

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 the local currency, Ukrainian Hryvnia (UAH)
- 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: **29 November 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);
- Your Financial Offer must be sent in both PDF and Excel formats;
- 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/2024/037 [Name of your firm]_[Number of e-mails that are sent (example: 1/2, 2/2)].

Example:

1st email – “UKRKI/RFQ/2024/037_LLC Company A_1/2”

2nd email – “UKRKI/RFQ/2024/037_LLC Company A_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, if 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”**

The contract shall be awarded to the bidder which submitted the lowest-priced offer while meeting all eligibility and technical requirements.

9. PURCHASE ORDERS AND PAYMENT TERMS

Any Purchase Orders and payments will be made in Hryvnia (UAH) currency following the United Nations Operational Rate of Exchange (UNORE)² in effect on the date the Purchase Order was issued by UNHCR.

In case of any unforeseen works to be done that were not covered by the Statement of Works nor in the technical drawings or bill of quantities, the Contractor shall notify UNHCR immediately upon identification of the unforeseen works and shall cease forthwith until authority to proceed is obtained from UNHCR;

UNHCR may, at its discretion, increase the proposed quantity of goods and services by up to 15% of the total contract value, without expecting any changes to the rates or prices submitted.

The standard payment terms of UNHCR is net 30 days upon satisfactory delivery of goods and/or services (on per project basis), 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;

By participating in this bidding exercise, the Bidders understands and accepts that it is their sole responsibility to ensure that the Bank Account of the company is able to receive payments in Ukrainian Hryvnia (UAH). Failure to provide proof of bank details may result in disqualification from further evaluation.

10. LIQUIDATED DAMAGES

² United Nations Operational Rate of Exchange: <https://treasury.un.org/operationalrates/OperationalRates.php>

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 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. ZERO TOLERANCE POLICY

Note that UNHCR strictly adhered to a zero-tolerance policy, advising its Suppliers not to offer any gifts, favors, hospitality, commission, etc. to any UNHCR Staff. Any Supplier found engaging in such activities may face sanctions from UNHCR and other UN agencies.

15. 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.

16. UNHCR GENERAL CONDITIONS OF CONTRACTS FOR CIVIL WORKS

Please note that the UNHCR General Conditions of Contracts (Rev. October 2000) will be strictly adhered to for the purpose of any future contract.

Thank you for your kind attention.

Adam ALI
Senior Procurement Officer
UNHCR Representation in Ukraine