



# UNHCR

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

**DATE: 15<sup>th</sup> June 2017**

**REQUEST FOR PROPOSAL: No. RFP/009/06/2017**

**FOR THE ESTABLISHMENT  
OF A SERVICE AGREEMENT FOR THE PROVISION OF**

**REFUGEES ARTISANAL PROGRAMMING**

**CLOSING DATE AND TIME: 30<sup>th</sup> JUNE 2017 – 12.00 p.m.**

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## **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, 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), Kuala Lumpur, Malaysia invites qualified service providers to make a firm offer for the establishment of Service Agreement(s) for the provision of **Refugees Artisanal Programming** (referred to hereinafter as "services").

### **IMPORTANT:**

Terms of Reference (TORS) are detailed in Annex B of this document.

UNHCR may award Service Agreement(s) with initial duration of **2 (two) years, potentially extendable for a further period of 1 (one) year**. The successful bidders will be requested to maintain their quoted price model for the duration of the Service Contract.

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 the Frame Agreement.

**IMPORTANT:**

When a Service Contract is awarded, either party can terminate the agreement only upon 90 days (3 months) 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: Calendar of activities
- Annex B: Terms of Reference (TORs)
- Annex C: Financial Offer Form
- Annex D: Vendor Registration Form
- Annex E: UNHCR General Conditions of Contracts for the Provision of Services – 2010

**2.2 ACKNOWLEDGMENT**

We would appreciate you informing us of the receipt of this Request for Proposal (RFP) by e-mail to **Lew Pik-Svonn** at [lew@unhcr.org](mailto:lew@unhcr.org) with copy to **Ms. Letchimi Doraisamy** at [doraisam@unhcr.org](mailto:doraisam@unhcr.org) as to:

- Your confirmation of receipt of this invitation to bid
- Whether or not you will be submitting a bid

**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 Request for Proposal by e-mail to **Ms. Lew Pik-Svonn, Livelihood Associate** at [lew@unhcr.org](mailto:lew@unhcr.org) with copy to **Ms. Letchimi Doraisamy**, Assistant Programme Officer at [doraisam@unhcr.org](mailto:doraisam@unhcr.org). **The deadline for receipt of questions is 23:59 hrs on 22<sup>nd</sup> June 2016.** 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.

UNHCR will compile the questions received and may, at its discretion, copy any reply to a particular question to all other participating **Business Development and Product Design Training** company through its e-mail.

## 2.4 YOUR OFFER

Your offer shall be prepared in English.

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 (Company Profile)
- 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 Terms of Reference (TORs) of the services requested by UNHCR can be found in **Annex B**. Your technical offer should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

- **Expertise of Firm/Organization** – The service providers should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going), which are related or similar in nature to the requirement of the RFP, and proof of financial stability and adequacy of resource to complete the services required by the RFP.

The service providers must demonstrate their experience in similar assignments and must illustrate their understanding of the services required and any information that will facilitate our evaluation of your company's substantive reliability, financial and managerial capacity to provide the services.

The service provider shall demonstrate their experience in established business and product line will be assisted with developing the product line, production systems and order management as set forth in the term of References.

- **Proposed Methodology Approach and Implementation Plan** – The service providers should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristic proposed; identifying the works/portions of the work that will be subcontracted; demonstrating how the proposed methodology meets or exceeds the specification, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the Terms of reference. Other requirement as set forth in the Terms of Reference.

#### Local Social Enterprise Qualification

- Operates as a sustainable business utilizing a business model
- Has experience with expert and has established production systems
- Presents its current product line in an attractive and inspirational manner
- Has social objectives and demonstrable social impact.
- Willing and ready to work with refugees, UNHCR and its partners towards a long term, sustainable partnership.
- Willing to be communicative, transparent and innovative with UNHCR and its partners.

- **Management Structure and Key Personnel** – This section should include the comprehensive curriculum vitae (CV) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

- **Vendor Registration Form:** If your company is not already registered with UNHCR, you should complete, sign and submit with your technical proposal the Vendor Registration Form (**Annex D**).

**If your company is already registered with UNHCR, please submit an empty Vendor Registration Form clearly indicating your UNHCR Vendor ID.**

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

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

#### **2.4.2 Content of the FINANCIAL OFFER**

Your separate **Financial Offer** must contain an overall offer in the currency of **Ringgit Malaysia (MYR)**.

The Financial Offer must cover all the Services to be provided ("all inclusive").

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

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

#### **2.4.3 Validity Period**

Proposals shall remain valid **for one hundred twenty (120) days** from the deadline for submission. UNHCR will make its best effort to select a firm within this period. UNHCR's standard payment terms are within thirty (30) days after satisfactory implementation and receipt of documents in order.

The cost of preparing an offer 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 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.

### 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 (Company Profile)** will be evaluated using inter alia the following criteria and percentage distribution: **60%** from the total score

#### **Technical Evaluation**

No	Summary of Technical Proposal Evaluation Forms	Min. Points Obtainable 600	Max. Points Obtainable 1000	Score Weight 1000
1	Expertise of Firm / Organizations	150	300	300
2	Proposed Methodology, Approach and Implementation Plan	300	400	400
3	Management Structure and Key Personnel	150	300	300
	TOTAL	600	1000	1000

**Remark:** **Minimum passing score 600 out of 1000 i.e. whoever scored 35 and above will proceed to the next stage.** The Technical offer score will be calculated according to the percentage distribution for the technical and financial offers.

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

#### **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: **40%** from the total score.

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., [total Price Component] x [MYR lowest] \ [MYR other] = points for other supplier's Price Component.

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

## **2.6 SUBMISSION OF BID:**

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

The submission should be sent in 2 envelopes (technical and financial) inserted in 1 (one) big envelope.

**The offers should be sealed in an outer envelope and two inner envelopes.**

The first inner envelope containing the Technical Offer must be **marked as "Technical Offer"** and the **second inner envelope** containing the **Financial Offer** must be marked as **"Financial Offer"** and **addressed to Secretary, Local Contract Committee.**

**Both envelopes are to be sealed together in one outer envelope and should be addressed to:**

**THE SECRETARY  
LOCAL CONTRACT COMMITTEE,  
UNHCR MALAYSIA  
570 JALAN BUKIT PETALING  
50460 KUALA LUMPUR  
MALAYSIA**

### **IMPORTANT:**

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

**Deadline Submission: 30<sup>th</sup> June 2017, 12.00pm**

### **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.

Please indicate in e-mail subject field:

- Bid: **RFP/009/06/2017**
- Name of your firm with the title of the attachment

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.

## **2.7 BID ACCEPTANCE:**

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 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 Purchase 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.

## **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.

Signature

Name: **Kumudini KULUGAMMANA,**

Title: **Admin/Finance Officer**

Department: **Admin/Finance Unit**

**UNHCR, Kuala Lumpur, Malaysia**