

**UNHCR**

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

DATE: 29/04/2024

REQUEST FOR PROPOSAL: No. RFP-24-001-MYS

**FOR THE ESTABLISHMENT OF FRAME AGREEMENT
FOR**

**UNARMED PRIVATE SECURITY SERVICES FOR UNHCR OFFICE IN KUALA LUMPUR,
MALAYSIA**

CLOSING DATE AND TIME: 20/05/2024 – 23:59 hrs Malaysian Standard 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, a staff of some 6,600 people in more than 110 countries continues to help about 60 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), Malaysia, invites qualified suppliers, manufacturers and service providers to make a firm offer for the establishment of Frame Agreement(s) for the provision of Unarmed Private Security 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 1 (one) year, 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 and C.

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 goods / 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.

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 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 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 Offer form **(to be completed and submitted as part of the Technical Offer)**
- Annex C: Financial Offer Form **(to be completed and submitted as part of the Financial Offer)**
- Annex D: Vendor Registration Form **(to be completed and as part of the Technical Offer by vendors who are not registered with UNHCR)**
- Annex E: UNHCR General Conditions of Contracts for the Provision of Goods and Services – Rev. July 2018 **(to be signed, stamped and as part of the Technical Offer)**
- Annex F: UN Suppliers Code of Conduct **(to be signed, stamped and submitted as part of the Technical Offer)**
- Annex G: Registration Guide for eTenderBox
- Annex H: eTenderBox Supplier User Manual

2.2 ACKNOWLEDGMENT

We would appreciate your informing us of the receipt of this RFP by return e-mail to MLSLUSUP@unhcr.org as to:

- Your confirmation of receipt of this RFP
- 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

UNHCR will organize a supplier pre-bid visit **at UNHCR office in Kuala Lumpur, on 07/05/2024 at 10:00 AM**. A maximum of two representatives per company is allowed. Names and contact details of the company's representatives must be provided, at least two working days in advance, by e-mail to MLSLUSUP@unhcr.org. Changes in staff need to be shared in advance; otherwise they will 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.

All bidders are required to submit any request for clarification or any question in respect of this RFP by e-mail to MLSLUSUP@unhcr.org. **The deadline for receipt of questions is 23:59 hrs KL Time on 09/05/2024.** 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.

2.4 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 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
- 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 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:

- **Description of the company and the company's qualifications**

A description of your company with the following documents: company profile, registration certificate and last audit reports:

- Year founded (at least 3 years old);
- An overall description of the company's experience;
- The location of the company;
- The number and description of similar projects successfully completed and the number of and description of similar projects currently underway plus the respective performance satisfaction letters if any;
- The company's structure / organigram/ CVs of core staff;
- Financial statements/audit reports from the past 3 years
- Availability of capable backup personnel in case of unexpected absences.

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

- **Understanding of the requirements for goods, services, proposed approach, solutions, methodology and outputs**

Any comments or suggestions on the TOR, as well as your detailed description of the manner in which your company would respond to the TOR:

- A description of your organization's capacity to provide the services in 05 pages maximum. It should contain a proposed methodology for meeting all the requirements. The methodology represents your understanding of the elements stipulated in the TOR and a description of how the services are supposed to be implemented in a holistic manner, in your own words.
- A description of your organization's experience in these services 03 pages maximum.
- Your system of managing quality of service offered.
- System for tracking complaints from client and poor performing areas
- System of managing absences and turnaround time for replacing staff who suddenly do not show up at work.
- Compliance to the requirements stated on the TOR.
- Project Management;
- Training;
- Personnel benefits;

- **Proposed personnel to carry out the assignment**

Please include an Organogram and profiles/CVs of staff to be assigned to the contract for the administrative management of UNHCR's requirements

- **Schedule of Experience of your firm in the provision of Unarmed Security Guards' Service:**

Please, provide copies of Purchase Orders, or contract agreements, or work order, etc., awarded and served within the past 5 years

- **Financial Soundness**

Bidders should submit audited financial statements for the last 03 available years

- **Physical Presence in Malaysia:**

Bidders must clearly state the physical address of their established Head Quarter Office in Malaysia. UNHCR reserves the right to visit to inspect this premises.

- **Technical Offer Form**

Your technical offer must contain the completed (signed/stamped) technical offer form (Annex B).

- **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 Goods and Services:** Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Goods and 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 a single currency of MYR (Malaysian Ringgit).

The financial offer must cover all the goods / services to be provided (price "all inclusive").

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 **90** 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. The investigation involves consideration of several factors such as:

- Financial standing;
- Core business;
- Track record;
- Contract capacity.

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 criteria and percentage distribution: **60%** from the total score:

| Criteria | Documents to be Provided | Rating |
|---------------------------|---|------------------|
| Mandatory Criteria | Company registration certificate and Licenses and documentation necessary to operate as a relevant security service provider company in Malaysia including SST registration i. Private Agency License (KDN-1 (H) Pin. 1/95). ii. ISO 18788 Certificate. iii. SSM Company Profile | Pass/Fail |
| | Guarantee through written and signed letter by the company to provide iv. Evidence of Right to Work and Criminal Record Checks. v. Medical Fitness Certificates for all Personnel assigned to UNHCR | |
| | Signed UNHCR's General Conditions of Contracts for the Provision of Services And Acceptance of the UN Supplier Code of Conduct | |
| Organizational Capability | Financial Soundness Company has audited financial statements for the past three available years with an average annual profit turnover min 5% | 10 points |
| | Similar experience – Company has rendered the requested services in the form of contracts or agreements to other entities. (e.g., for UN Agencies/ Embassies/ Government organizations / National or Multinational agencies or companies with more than 100 staff) | 05 points |
| | Performance satisfaction in similar contracts Submission of reference letters from UN Agencies/ Embassies/ Government organizations / National or Multinational agencies or companies with more than 100 staff | 05 points |

| | | |
|---|---|------------------|
| | Company structure and qualification of key personnel with presence of Fixed staff for Finance, Admin, Human resources tasks in the company | 05 points |
| | Backup capacity Availability of backup personnel to cover 10% of positions in case of unexpected absences | 05 points |
| PROJECT IMPLEMENTATION AND HANDLING | Project management: <ul style="list-style-type: none"> - The management of requested services in Annex A (ToR) - Preemployment security clearance screening of personnel. (Evidence that this is common practice) - The service quality monitoring methods - Provision of equipment to personnel - Covid, or similar contagious diseases, related precautionary/ protective measures for its personnel at the workplace and during commuting. - The modalities of communication with its personnel i.e., instructions, feedbacks, guidance etc. - Risk detection and mitigation measures (Emergency responses, disciplinary issues, personnel welfare issues etc) | 20 points |
| | Training of Personnel: <ul style="list-style-type: none"> - Personnel's Proof of attendance and certification for Certified Security Guard (Ministry of Home Affairs), Fire Safety and Emergency Response as well as First Aid (Bleeding Control, CPR and use of an AED) or guarantee thereof that such training will be provided. - Training plan for Personnel for future Continuous Professional Development. | 05 points |
| | Benefits for employed personnel: <ul style="list-style-type: none"> - Base pay rate, annual leaves, medical leaves and benefits, insurance, etc | 05 points |

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

The cut-off point for submissions to be considered technically compliant will be **47 out of the 60 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: **40%** 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., [total Price Component] x [US\$ lowest] \ [US\$ other] = points for other supplier's Price Component.

2.6 SUBMISSION OF BID:

Bids should be submitted by file upload to eTenderBox, the online bid registration tool of UNHCR (Please see Annexes G and H). 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.

In case the password is forgotten that account cannot be used anymore, and new registration is required. The eTenderBox Registration Guide and Use Manual are available at the above URL and provided as Annexes G and H to this RFP.

Allowed extension for files to upload are .doc, .docx, .xls, .xlsx, .rtf, .png, .jpg, .jpeg, .pdf, .txt, .zip, .ppt, .pptx, .mbp, .rar, .gif, .tif and .tiff.

Executable files (.exe, .bat, .cmd, etc.) should not be uploaded. The maximum size limit per file is 10MB.

Uploaded files can be amended by the Supplier while the tender is open. The selected files for upload are submitted when the 'Save & Submit' button is clicked on. Therefore, this button must be clicked before the deadline expires. If done so, the selected files will be submitted and uploaded successfully even if the deadline expires during the file upload. It is the Supplier's responsibility to ensure that all files of the final offer are submitted by the tender expiration deadline.

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. 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:

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

Deadline: 20/05/2024 – 23:59 hrs Malaysian Standard Time

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.

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

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.

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

Should you have any technical queries/issues regarding eTenderBox, please check the FAQ section of the Supplier User Manual (also available in the application) as it may provide the answer/solution to your query. In case you did not find the answer you were looking for, please send an email to the following helpdesk email address: rbapsupply@unhcr.org

Also, in order to minimize any issues at the submission of your offer in eTenderBox, please carefully read and adhere to the instructions on offer submission (allowed file extensions, size limit per file).

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.

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 Goods and 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 GOODS AND 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
Matteo Pagani, Supply Officer
Supply Unit
UNHCR Malaysia