

RETENDERDATE: 28th December 2022

REQUEST FOR PROPOSAL: NO. RFP-HCR-ROK-2022-13

FOR THE ESTABLISHMENT

OF FRAME AGREEMENT(S) FOR MAINTENANCE & REPAIR SERVICES WITH PROVISION OF GENUINE SPARE PARTS TO UNHCR VEHICLES IN SUDAN OPERATION.**CLOSING DATE AND TIME: 28th January 2023 – 23:59 HRS SUDAN 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 the 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 17,324 people in more than 135 countries continues to help about 79.5 million persons. 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. RFP INFORMATION

The office of the United Nations high commissioner for refugees (UNHCR) Sudan operations, invites qualified vehicle maintenance companies to make a firm offer for the establishment of frame agreement(s) for maintenance & repair services with the provision of genuine spare parts to UNHCR vehicles for Sudan operation.

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

Please note that the requirements stated in our terms of reference (Annex A) have been specified 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 Program 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 G).

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 (TOR)

Annex B: Responsibilities and Obligations:

Annex C: Technical Evaluation Criteria

Annex D: Financial Offer Form

Annex E: Bid Data Sheet

Annex F: Vendor Registration Form

Annex G: UNHCR General Conditions of Contracts for the Provision of Services – 2018

Annex H: UNHCR Supplier's Code of Conduct

Annex I: International Labor organization's Safety and Health at the Motor vehicle repair shop document.

2.2 ACKNOWLEDGEMENT

We would appreciate your informing us of the receipt of this RFP by a return e-mail to sudkh-su@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.

PRE-BID CONFERENCE AND REQUESTS FOR CLARIFICATION

We would also like to inform you that UNHCR Representation Office Khartoum will organize a Pre-Bid conference Meeting via Microsoft Teams on the 12th January 2023 at 10:00 Hours to discuss details of the Terms of Reference for the tender. All bidders are encouraged to participate in order to ask questions and raise concerns to UNHCR.

Bidders should therefore submit their details including phone number and email address for the purpose of inviting them to the meeting via Microsoft Teams on or before 10th January 2023 for us to prepare the platform for the virtual meeting.

Bidders are required to submit any request for clarification or any question in respect of this RFP by e-mail to SUDKH-SU@unhcr.org with CC: habanzin@unhcr.org and effah@unhcr.org The deadline for receipt of questions is on 10th January 2023 23:59 HRS Sudan Standard Time. Bidders are requested to keep all questions concise.

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.

EMAIL SUBJECT: RFP/HCR/ROK/2022/13 – QUERY

UNHCR will reply to the questions received as soon as possible to each participating bidder shortly after query deadline of 10TH January 2023 -23:59HRS.

2.3 YOUR OFFER

IMPORTANT:

Cancellation of Solicitation: UHCR 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 submission templates provided. It should conform to the requirements and contain all information required. The offers not conforming to the requested format will not be taken into consideration for evaluation.

The following annexes form integral part of this Request for proposal.

Annex A: Terms of Reference (TOR)

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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

Submission of the Technical and Financial offers is to be in two separate emails.

2.3.1 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 detail of the required service provider for the establishment of frame agreement(s) for maintenance & repair services with the provision of genuine spare parts to UNHCR vehicles in Sudan operation are specified in the Terms of Reference and Requirements in Annex A.

The following details shall also be provided in the Technical Offer:

1. **Company's organizational structure:** The Organigram of the company showing key staff and the position they occupy.
2. **Evidence of Experience in the provision of similar services :** Documentary evidence provided for a minimum of 3 purchase orders/ contracts awarded and served within the past 3-years supplying same services and products to Private companies, Organizations, NGOs, INGOs or Public Institutions.
Reference letters/ Recommendations from other UN agencies that are or have been receiving services from the company in the past 3 years.
3. **Location, Accessibility, Area coverage and Proper Courtyard space:** All branches of the company across the country, Workshops must be located near main road, with convenient access and have enough courtyard turning space for vehicles entering, leaving, turning and parking as enshrined in Annex A:

4. **Company's ability to provide genuine car parts:** Preferably should be in position to provide a wide range of spare parts to UNHCR. The technical offer should contain information of how the company would respond to UNHCR's needs of car parts.
5. **Workshop working facilities:** Ideally the workshop should have appropriate tools, equipment which are critical in providing the right solutions for the maintenance and repair of motor vehicles such as covered service bays, inspection pits, vehicle lift and ramp to mention a few
6. **Proposed Services:** The Service provider details how high-quality services will be provided and sustained during the duration of the contract, what are the solutions or innovations in place to provide fast and effective maintenance/ repair services to the Organization.
7. **Occupational Safety and Health Administration:** The workshop should abide by Occupational Health & Safety best practices described in [Annex A](#)
8. **Technical Qualification and Experience of Staff:** The proposed maintenance and Repair workshop should have relevant technical qualification and experience as demonstrated in the terms of reference [\(Annex A\)](#).
9. **Vendor Registration Form: Duly completed Vendor Registration Form [Annex F](#).**
10. **UNHCR General Conditions for Provision of Services:** Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of and Services by signing [Annex G](#).

2.3.2 Content of the FINANCIAL OFFER

Your separate **Financial Offer** must contain an overall offer in **US Dollars**.

The financial offer must cover all the services to be provided (price "all inclusive"). If no financial offer is received, the bid shall be automatically disqualified.

The Financial Offer is to be submitted as per financial offer form (Annex D). 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 a minimum of **180 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 Service provider 's invoice and delivery and acceptance by UNHCR of the services.

IMPORTANT: UNHCR can only facilitate payments through the local banks and not banks outside Sudan and therefore the current market condition must be factored in before submitting your quote.

2.4 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 not be 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.

2.4.1 Supplier Registration:

The qualified company (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.

2.4.2 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:

- Technical Offer will be weighed at 60 points (or 60%)
- Financial Offer will be weighed at 40 points (or 40%)

The **Technical offer** will be evaluated using inter alia the following criteria and percentage distribution: **60%** from the total score, with a minimum passing score of 36 points.

IMPORTANT: Failure to submit a valid registration certificate as legal entity will lead to disqualification.

The technical offers will be evaluated as follows:

Evaluation Factors	
Mandatory - Pass and Fail	
Valid Registration Documents. Certificates/licenses issued by competent authority	
Company age not less than three years before the tender deadline	
Bidder confirms the acceptance of the following in writing and will be required to strictly adhere to; for the purpose of the proposed contract.	
Annex F: UNHCR General Conditions of Contracts for the provision of and Services -2018	
Annex G: UN Supplier's Code of conduct	
Scoring Criteria	
The company's qualifications and capacity	Company's organizational structure (0-5) Marks
	Company's experience in Supplying Car parts, Repair and Maintenance of vehicles (0-10) Marks
	Current number of clients similar to UNHCR size (0-5) Marks
	Location, accessibility and area Coverage (0-10) Marks
	Personnel qualification (0-5) Marks
	Ability to provide genuine spare parts (0-10) Marks
	Annual Turnover (0-15) Marks
Proposal Work Plan and Approach	General understanding by the bidder of the requested services (0-15) Marks
	Proposed services (0-10) Marks
	Clear presentation of the approach (0-5) Marks
Past experience with UN or INGO	Company had experience in the provision of Spare parts, Maintenance and Repair services to at least one UN agency or INGO in the last 3 Years (0-5) Marks
	Positive reference letters from the clients (0-5) Marks
Total Marks - 100	
Passing Marks 60 out of 100	

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 60 out of 100 points (60%) and those offers who will not reach the score will be excluded from further 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 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., $[\text{total Price Component}] \times [\text{US\$ lowest}] \setminus [\text{US\$ other}] = \text{points for other supplier's Price Component}$.

2.5 SUBMISSION OF BID

The offers must bear your official letter head, clearly identifying your company. The bid can also be sent to the street address of UNHCR offices via Post or Courier or Email at the addresses mentioned below:

The Bid must be sent in the following manner:

By e-mail:

Bids should be submitted by e-mail and 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.

The Technical offer should be sent by E-mail ONLY to: SUDKHTO@unhcr.org

The Financial offer should be sent by E-mail ONLY to: SUDKHFO@unhcr.org

It is your responsibility to verify that all e-mails/documents have been received properly before the deadline. Please be aware of the fact that the e-mail policy employed by UNHCR limits the size of attachments to a maximum of [8] Mb so it may be necessary to send more than one e-mail for the whole submission.

Please indicate in e-mail subject field:

Bid [Number]

Name of your firm with the title of the attachment

Number of e-mails that are sent (example: 1/3, 2/3, 3/4).

For example: RFP/HCR/ROK/2022/013 Company ABC

SUBMISSION OF OFFERS BY COURIER / POST OR HAND DELIVERY:

Attention:

TO: THE SECRETARY LOCAL COMMITTEE ON CONTRACTS UNHCR REPRESENTATION OFFICE KHARTOUM-SUDAN.

REQUEST FOR PROPOSAL NO: RFP/HCR/ROK/2022/013 FOR THE ESTABLISHMENT OF A FRAME AGREEMENT FOR MAINTENANCE & REPAIR SERVICES WITH PROVISION OF GENUINE SPARE PARTS TO UNHCR VEHICLES FOR SUDAN OPERATION.

UNHCR REPRESENTATION OFFICE FOR SUDAN-KHARTOUM, ALONG AHMED KHEIR ROAD KHARTOUM

IMPORTANT TO NOTE: The submission is based on two envelop system separating the technical and financial offer.

The outer envelope should be containing two inner envelopes as described below:

Both inner envelopes shall indicate your firm's name and address. The first inner envelope shall be marked "Technical Component" and contain the full technical component of your offer. The second inner envelope shall be marked "Price Component" and include your signed and stamped financial offer.

IMPORTANT: The technical offer and financial offer are to be sent in separate documents. Failure to do so may result in disqualification. All bids must be clearly marked: NOT TO BE OPENED BY REGISTRY

Deadline: Saturday 28th January 2023 - 23:59 HRS Sudan 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.

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:

The Financial offer will only be opened for evaluation if the supplier's technical part of the offer has passed the test and has been accepted by UNHCR as meeting the technical specifications.

2.6 BID ACCEPTANCE

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

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.

2.8 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

Any Purchase Order (PO) issued as a result of this RFP will be made in USD. Payment will be made in accordance to the General Conditions for the Purchase of Goods 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 - 2018

Please note that the General Conditions of Contracts for the provision of Services -2018 (**Annex G**) 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 advise suppliers not to offer any gift, favor, hospitality, etc. to UNHCR staff.



Ibrahima DRAME
Supply Officer

UNHCR Representation Office in Sudan