



UNHCR

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

DATE: 30 September 2021

REQUEST FOR PROPOSAL: No. RFP/HCR/SC/GSO/2021/003

CONSTRUCTION SERVICES FOR TWO PROJECTS

Project A: Commissioner for Refugee Office in Gedarif

Project B: Renovation of Commissioner for Refugee Guesthouses in Gedarif

CLOSING DATE AND TIME: 21 October 2021 i.e. Thursday by 17:00 HRS

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 Sub Office of the United Nations High Commissioner for Refugees (UNHCR) in Gedarif – East Sudan, invites qualified construction companies to make a firm offer for provision of construction services for two UNHCR construction projects in Gedarif as mentioned above under the supervision of UNHCR Sub office and Commissioner for Refugees (CoR) in Gedarif.

IMPORTANT:

The **Scope of Work** is detailed in Annex B of this document.

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 Service Contract.

UNHCR may award the service contract to the bidder who meets the technical and financial evaluation criteria set out in this document. The successful bidders will be requested to maintain their quoted price model throughout the contract period.

Other United Nations Agencies, Funds and Programs 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 contract with other UN Agencies.

IMPORTANT:

When a contract is awarded, either party can terminate the contract 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 F).

Signature and Stamp _____

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:	Technical offer sheet, Warranty Period and 10% guarantee bond certification
Annex B:	UNHCR Score of Work
Annex C:	Financial Offer Form (Bill of Quantities Both Projects)
Annex D:	Vendor Registration Form
Annex E:	UNHCR General Conditions of Contracts for the Provision of Goods and Services – 2018
Annex F:	UNHCR General Conditions of Contracts for Civil Works (October 2000 version)
Annex G:	Technical Drawings
Annex H:	UN Global Compact – 10 Principle.
Annex I:	Code of conduct for suppliers

2.2 ACKNOWLEDGMENT

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

- Your confirmation of receipt of this RFP
- Whether you will be submitting a proposal or not.

IMPORTANT:

Failure to send the above requested information may result in disqualification of your offer from further evaluation.

2.3 REQUESTS FOR CLARIFICATION

The deadline for receipt of questions is 17:00 HRS on 14 October 2021. Bidders are requested to keep all questions concise and send through the above email. UNHCR will compile the questions received. UNHCR may, at its discretion, copy any reply to a particular question to all other invited bidders at once.

IMPORTANT:

Please note that Proposal Submissions are **NOT** to be sent to the e-mail address above. Proposal 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 email to all invited bidders.

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 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 e-mail address will result in disqualification of the offer. Please send hard copy of your proposal directly to the physical submission address provided in the “Submission of Proposal” section **2.6** of this RFP.

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 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 Scope of Work (SCW) of the services requested by UNHCR can be found in **Annexes B**. 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.
- If multi location company, specify headquarters location.
- Number of similar and successfully completed projects within the last three years.
- Number of similar projects currently underway and their value.
- References from companies/organizations you have provided similar services/works. (minimum 3).
- Total monetary terms of money of construction works performed for each of the last three years.
- Company's organizational chart and the list of personnel and curriculum vitae nominated to carry out the works and an undertaken that they shall be available for the contract.
- Report on the financial standing of the bidder, such as profit and loss statement and auditors report for the last three years.
- Total number of clients.

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 SCW - SCOPE OF WORK, as well as your detailed description of the manner in which your company would respond to the SCW:

- A description of your organization's capacity to provide the goods / services.
- A description of your organization's experience in the supply of these goods / services.
- Compliance to the requirements stated on the SCW.

Proposed personnel to carry out the assignment

The composition of the team you propose to provide.

- Curriculum Vitae of core staff.

Technical Evaluation will be based on the scoring criteria as given in the table below regarding the Firm's approach to the project, experience record, personnel capabilities and equipment capabilities as demonstrated by the firm's responses in this section.

Following scoring criteria shall be followed to evaluate the technical capability of construction firm for undertaking the desired project considering the below:

Item No	Parameter	Maximum points
1	Technical Offer Sheet (Annex – A, Part A) must be signed and stamped as confirmation that the same materials, qualities, quantities provided in the bill of quantities and scope of work will be used during work. (10 points- any deviation will have 0 point)	10
2	Submission of full company profile (02 points) , valid business registration (02 points) and tax certificate (03 points) . The supplier should have at least four (04) years of minimum experience in the field of construction or renovation related work. (03 points - less than 03 years firm is disqualified for further evaluation)	10
3	Proposed comprehensive Gantt chart/construction work plan in days showing the implementation activities for the proposed work as mentioned above with clear milestones throughout the completion of the project. (10 points = below or equal to 120 days UNHCR requirement for the projects, above 120 days will have minus points out of 10) For more than 120 days use the following weightage $10 \times (120 / A^*)$ $A^* = \text{number of days higher than UNHCR requirement}$	10
4	Submit comprehensive material delivery chart/plan in relation to the provided work plan with specific dates and the details of materials indicating methodology to overcome the challenges of transports, tax clearance, challenges related to the weather conditions etc. (10 points – any deviation will have 0 point)	10
5	Detailed information regarding machinery and equipment such as concrete transit mixer, generator, steel cutting or bending machine, vibrator, compactor, form work and scaffolding pipes etc. to be used for the project. (5 points – 0 points for list of machinery & equipment irrelevant to the projects)	5
6	Projects of similar nature and complexity Completed in last four years. (Each of worth not less than USD.100,000) Also attach letters of reference / POs/ completion certificates). Special consideration may be made to previous experience with UN agencies and International NGOs. <ul style="list-style-type: none"> • 25 points are given if the contractor has completed 5 projects or more of similar nature in last three years. • For less than 5 projects completed use the following weightage. $25 \times (A^*/5)$ $A^* = \text{No of projects of similar nature Completed in last three years}$ 	25
7	02 Key Site Staffing such as Project Manager and Site Engineer to be deployed on 7/8 hours a day at the site and an undertaking that they shall be available from start till the end of the contract period. Provision of their CVs, certified copies of their certificates and responsibilities. (Each staff will have equal scoring point out of 5 points)	5
8	06 months Warranty period on the letterhead of the company for any minor/major damage due to bad quality of materials or bad workmanship. (Annex – A, Part B) (05 points = 06 months and below 06 months will have 0 point) Acceptance for the provision of 10% performance guarantee bond on bidder's letterhead (Annex – A, Part C) (10 points - any deviation will have 0 point)	15
9	Bank statements (transactions) for 06 months starting from 01 May 2020 to 31 October 2021. (each month will have equal points out of 10 for period mentioned. Any deviation will have 0 point)	10
Total		100

For consultancy services: The bidders have to show that they can provide the adequately skilled people to assume the responsibilities and perform the full range of tasks included in the SCWs. No substitutions will be made without prior written consent from UNHCR. Please note that it is the responsibility of the service provider for the provision of the relevant visa and work permits for the proposed resources. UNHCR can assist by issuing attestation letters for a specified time frame, during the duration of the project. The company shall guarantee that the services will be uninterrupted for the duration of the contract. Absences due to an emergency situation need to be approved by UNHCR and a solution agreed so that the on-going project is not adversely affected.

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 of Contracts for Civil Works (October 2000 version): Your technical offer should contain your acknowledgement of the UNHCR General Conditions of Contracts for Civil Works (October 2000 versions) by signing Annex F.

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

2.4.2 Content of the FINANCIAL OFFER

Your separate **Financial Offer** must contain an overall offer in SDG/US Dollars. 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 these regards, price has to be given without VAT.

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. UNHCR's standard payment terms are within 30 days after satisfactory implementation and receipt of documents in order.

The cost of preparing a proposal and of negotiating a contract, including any related travel and site visit, 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 and services to and/or acceptance by UNHCR.

2.5 BID/ PROPOSAL 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: **70%** from the total score:

The cut-off points for submissions to be considered technically compliant will be **65 points** out of **100 points**.

The **Financial offer** will use the following percentage distribution: **30%** from the total score.

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 baseline Criteria.

The maximum number of points will be allotted to the lowest price offer that is opened and compared among those technically qualified firms. All other price offers will receive points in inverse proportion to the lowest price, e.g. $[\text{total Price Component}] \times [\text{US\$ lowest}] \div [\text{US\$ other}] = \text{points for other supplier's Price Component}$.

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.

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.

2.6 **SUBMISSION OF PROPOSAL:**

The offers must bear your official letter head, clearly identifying your company name and UNHCR proposal reference number **RFP/HCR/SC/GSO/2021/003** with its project titles.

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/2021/003 Company ABC (email 1 of 3)

SUBMISSION OF OFFERS BY COURIER / POST OR HAND DELIVERY:

Bids should be submitted in a sealed envelope, addressed as below, and dropped in the tender box located at the reception center of UNHCR Representation Office Khartoum in Sudan no later than **21 October 2021 i.e. Thursday by 17:00 Hrs Sudan time.**

Attention:

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

Title: REQUEST FOR PROPOSAL NO: **RFP/HCR/GSO/2021/003 CONSTRUCTION SERVICES FOR TWO PROJECTS**

Project A: Commissioner for Refugee Office in Gedarif
Project B: Renovation of Commissioner for Refugee Guesthouses in Gedarif

Address: UNHCR REPRESENTATION OFFICE FOR SUDAN-KHARTOUM,
ALONG AHMED KHEIR STREET, KHARTOUM

IMPORTANT TO NOTE: The Technical and Financial offers shall be clearly separated and submitted as illustrated 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 as illustrated above. Failure to do so may result in disqualification. All bids must be clearly marked: NOT TO BE OPENED BY REGISTRY.

Deadline for Submission of your offers is: 21 October 2021 i.e. Thursday by, 17:00 HRS

IMPORTANT: Any bids received after this date or sent in another format or address other than the described above 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 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:

The technical offer and financial offer are to be sent in separate envelop as illustrated above. Failure to do so may result in disqualification. 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.

2.7 BID / PROPOSAL ACCEPTANCE:

UNHCR reserves the right to accept the whole or part of your proposal 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 proposal 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 and GENERAL CONDITIONS OF CONTRACTS FOR CIVIL WORKS (October 2000 version)

Please note that the General Conditions of Contracts (**Annex E and F**) 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 OFFICIAL NOT TO BENEFIT

The attention of the prospective bidder is drawn to Article 6 of the attached General Conditions of Contract for the provision of services which states:

“OFFICIAL NOT TO BENEFIT:

The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNHCR. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the contract.”

3.0 ADDITIONAL INFORMATION TO BIDDERS

1. Participation in this RFP is free of charge or any other costs or any obligations. In this respect, your firm is requested to report to the under-signed should any solicitations occur.
2. Incomplete offers or offers which do not comply with any or part of our tender conditions may not be considered.
3. In most cases, UNHCR does not make any advance payments. Payments will be promptly affected within 30 days upon receipt of the original invoice and required documents. UNHCR does not undertake to pay by letter of credit or in advance of delivery. UNHCR will not be responsible for any bank charges.
4. There will be liquidated damages equivalent to a deduction of 0.1% per day or part thereof for late completion of works and/or late delivery of the goods due to fault on the part of the supplier(s).
5. UNHCR will not be responsible for or pay any expenses or losses which may be incurred in the preparation of your proposal.
6. No alteration should be made to this RFP document or its annexes, if provided; all the blanks must be filled and attested with sign and stamp of the company.

7. Notwithstanding UNHCR reserves the right to reject any tender that is non-compliant. Also, UNHCR reserves the right to seek further written clarification from the bidder on any matter related to the offer.
8. **UNHCR HAS THE RIGHT TO REJECT ANY OR ALL BIDS.**
9. All UNHCR vendors shall adhere to the highest ethical standards, both during the bidding process and throughout the execution of the project.

Signature

**Syed Shabbir Hussain
Supply officer (On Mission)
UNHCR Sub-office Gedarif**

ANNEX A – (Part A)
RFP No: RFP/SC/GSO/2021/003

CONSTRUCTION SERVICES FOR TWO PROJECTS
Project A: Commissioner for Refugee Office in Gedarif
Project B: Renovation of Commissioner for Refugee Guesthouses in Gedarif

TECHNICAL OFFER SHEET

I, the Contractor, fully agree to the BOQ items' specification and Scope of Work document and abide by them during the course of the construction work (if assigned). Should there be any deviation for any items, I will provide in writing at the time of submission of offers for consideration.

Deliver Period: I, the Contractor, also agree to complete the construction work (if assigned) after signing of service agreement and receipt of Purchase Order (P.O) against the timeschedule submitted with this proposal.

Name of the Bidder: _____

Authorised Signature: _____

Company Name: _____

Email Address: _____

Contract No: _____

Company Address: _____

Company Stamp: _____

Note: The technical specifications and all annexes shall be considered as an integral part of this RFP.

ANNEX A – Part B
RFP No: RFP/SC/GSO/2021/003

CONSTRUCTION SERVICES FOR TWO PROJECTS
Project A: Commissioner for Refugee Office in Gedarif
Project B: Renovation of Commissioner for Refugee Guesthouses in Gedarif

WARRANTY PERIOD

I, the Contractor, warrant in writing that during the 06 months period after the completion of the work in case of any minor /major damage/defects to the structures due to the use of bad quality of materials or bad workmanship, the company is willing and ready to correct that damages with no additional charges to UNHCR.

If my company fails to correct the damage(s), the repair will be immediately done from the withheld 10% retention money. UNHCR has the right to review the case and impose any sanctions as per their rules and may also suspend / cancel company's registration.

Name of the Bidder: _____

Authorised Signature: _____

Company Name: _____

Email Address: _____

Contract No: _____

Company Address: _____

Company Stamp: _____

Note: The technical specifications and all annexes shall be considered as an integral part of this RFP.

ANNEX A – (Part C)
RFP No: RFP/SC/GSO/2021/003

CONSTRUCTION SERVICES FOR TWO PROJECTS
Project A: Commissioner for Refugee Office in Gedarif
Project B: Renovation of Commissioner for Refugee Guesthouses in Gedarif

Performance Guarantee Bond

I, the Contractor, agree to provide 10% performance guarantee bond of the total amount against the award of contract in the name of UNHCR Sub-office Gedarif at the time of award of Purchase order for awarded job and will be released soon after the completion of the work.

I, the Contractor, also agree to the retention of 10% of final payment against defects / liability period of six (6) months and further its release within 30 days by or on behalf of UNHCR Sub-office Gedarif after six months by conducting the final assessment of the structures and issuance of Certificate of no Defects by UNHCR concerned Unit.

Name of the Bidder: _____

Authorised Signature: _____

Company Name: _____

Email Address: _____

Contract No: _____

Company Address: _____

Company Stamp: _____

Note: The technical specifications and all annexes shall be considered as an integral part of this RFP.