



UNHCR

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

DATE: 19 October 2020

REQUEST FOR PROPOSAL No.: RFP/HCR/CXB/2020/004

Establishment of Frame Agreement(s) for the provision of Cafeteria and Catering Services for UNHCR Cox's Bazar Office, Bangladesh

CLOSING DATE AND TIME: 17 November 2020 – 12:00 hrs BST

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 six decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 16,800 people in more than 134 countries continues to help about 70.8 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), Bangladesh Office in Cox's Bazar, invites qualified service providers to make a firm offer for the establishment of Frame Agreement(s) for the provision of Cafeteria and Catering Services for UNHCR Cox's Bazar Office, Bangladesh.

IMPORTANT:

The Terms of Reference (ToR) are detailed in Annex A of this document.

UNHCR may award Frame Agreement(s) with initial duration of two (2) years, potentially extendable for a further period of one (1) year. The successful bidders will be requested to maintain their quoted prices for the duration of the 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 Contract for the 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 UNHCR General Conditions of Contract for the Provision of Services (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 (ToR);
Annex B:	Meals/menus proposed by the Bidder including a minimum list of meals requested by UNHCR;
Annex C:	Financial Offer Forms;
Annex D:	Vendor Registration Form;
Annex E:	UNHCR General Conditions of Contract for the Provision of Services – <i>July 2018 version</i> ;
Annex F:	UN Supplier Code of Conduct.
Annex G:	Technical Evaluation Methodology (for the bidders' information only)

2.2 ACKNOWLEDGMENT

We would appreciate your informing us of the receipt of this RFP by return e-mail to elijas@unhcr.org, copying horvath@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

Bidders are required to submit any request for clarification or any question in respect of this RFP by e-mail to elijas@unhcr.org, copying horvath@unhcr.org.

The deadline for receipt of questions is 16:00hrs BST on Monday 09 November 2020. Bidders are requested to keep all questions concise. UNHCR will reply to the questions received as soon as possible by means of an e-mail addressed to all the bidders concerned.

UNHCR will organize an online supplier pre-bid conference 05 November 2020 at 12:00 hrs BST on Microsoft Teams. A maximum of one (1) representative 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 ELIYAS@UNHCR.ORG, copy to HORVATH@UNHCR.ORG. Changes in staff need to be shared in advance; otherwise they will not be able to participate.

Participation in the pre-bid conference shall be at the bidders' own expenses. There will be no reimbursement from UNHCR.

Participation to the pre-bid conference is mandatory given the complexity of the requirements. After the events, Meeting Minutes will be prepared and posted on the UNHCR website or distributed by email to all invited bidders.

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.

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 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 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 will result in disqualification. The technical offer should contain all information required.

- The Terms of Reference (ToR) of the services requested by UNHCR can be found in **Annex A**. Clearly state and disclose any discrepancies with the requirements given.
- The minimum list of meals to be provided for the canteen is detailed in **Annex B**. Bidders are encouraged to further develop that list.
- Bidders are also requested to provide set lunch menus as well as morning/afternoon snacks for conference services (detailing the content of such set menus) - using **ONLY** the items proposed for the canteen in Annex B.

Your Technical Proposal should be concisely presented and structured in the following order, and as per **Annex A and Annex B**, 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;
- Company profile;
- If multi location company, specify headquarters location;
- Detail your company's presence and activities in Cox's Bazar;
- Number of similar and successfully completed projects (give minimum 2);
- Number of similar projects currently underway (give minimum 2);
- 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 contracted services.

▪ **Understanding of the requirements for 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;
- A description of your organization's experience in the supply of these services;
- Compliance with the requirements stated in the ToR (Annex A);
- Clear and effective methodology/approach on how the company will carry out the tasks including management, monitoring and quality assurance;
- Variety, quality and value of money of the meals proposed (bidders can further develop Annex B)

▪ **Proposed personnel, equipment and kitchen accessories (such as dishes, cutlery, etc.) to carry out the assignment**

The composition of the team you propose to provide.

- Curriculum Vitae of core staff and organigram;
- Number of kitchen and serving staff, their experience;

Equipment (and number of units) proposed for UNHCR Kitchen to serve both the canteen and the catering service

Kitchen accessories proposed for the contract

- **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 Contract for the Provision of Services:** Your Technical Offer should contain your acknowledgement of the UNHCR General Conditions of Contracts for the Provision of Goods and Services by signing **Annex E**.

- **UN Supplier Code of Conduct:** Your Technical Offer should contain your acknowledgement of the UN Supplier Code of Conduct by signing Annex F.

2.4.2 Content of the FINANCIAL OFFER

Your separate **Financial Offer** must contain an overall offer in Bangladeshi Taka (BDT) only.

Your quoted rates must cover all cost of the service, cost of raw material, cost of preparation of the meals, cost of salaries, overhead, profit, etc. (price "all inclusive").

No additional cost claimed by the awarded bidder, that is not part of Annex C, will be accepted by UNHCR.

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

UNHCR is subject to pay all direct taxes including VAT. Quoted rates shall be provided including VAT. Suppliers shall submit VAT registration documents, otherwise VAT component cannot be accepted.

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 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.

2.5.2 Pre-qualification criteria

UNHCR has established a set of fundamental criteria that each bidder must meet in order to be considered for further evaluations. The minimum pre-qualifying criteria are as follows:

No	Pre-qualification Criteria (Mandatory)	Pass/Fail
1	Duly filled, stamped and signed UNHCR Vendor Registration form.	
2	Copy of certificate of incorporation.	
3	Certificate/ Confirmation from the registrar of companies for a list of directors/shareholders (for Limited companies)	
4	VALID Tax Compliance certificate	
5	TIN Certificate	
6	Cox's Bazar City/ County - Unified Business permit; The permit should be for; Trade license, Fire Permit License, Health Certificate and Food and Hygiene Certificate	
7	Reference letters from two (2) of your current catering clients	
8	The Technical offer should contain acknowledgement of General Contract	

	Conditions (Annex E) UNHCR UN supplier code of conduct (Annex F)	
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The bidders must comply with all of the above pre-qualification requirements in order for their bids to be considered for further evaluation and subsequent contract award.

2.5.3 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 score will be calculated according to the percentage distribution for the Technical and Financial Offers: 60% for the technical offer and 40% for the financial offer, respectively.

The **Technical Offer** will be evaluated using inter alia the following criteria:

Criteria	Percentage	Maximum Points Obtainable
1. Company's capacity and experience	30%	300
2. Understanding and methodology	30%	300
3. Proposed Equipment and Personnel - qualifications and proficiency	40%	400
Total:	100 %	1,000

The cut-off point for submissions to be considered technically compliant will be 600 of 1,000 points (maximum points attainable) or 60%.

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 highest weighted score will be allotted to the lowest price offer. All other price offers will receive weighted scores in the inverse proportion to the lowest price, e.g [Lowest Priced Offer / Price of the Offer Being Evaluated] x 100 * [Percentage Distribution %] = weighted score for the financial offer under evaluation.

Award will be made to a highest overall scorer.

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, labour, environment and anti-corruption. We encourage our suppliers to sign up with the UN Global Compact Initiative.

2.6 SUBMISSION OF BID:

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

Bids should be submitted **ONLY** by e-mail in view of the COVID pandemic, 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 must be clearly separated i.e. sent in separate emails. Technical and Financial offers sent in the same email will be disqualified!

Bid must be sent by e-mail ONLY to: BGDCOBID@UNHCR.ORG

IMPORTANT:

The technical offer and financial offer are to be sent in separate emails

Deadline: 17 November 2020 – 12:00 hrs BST

IMPORTANT:

Any bid received after this date or sent to another UNHCR address will be rejected. UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective bidders simultaneously.

It is your responsibility to verify that all e-mails 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 **20 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 **RFP-HCR-CXB-2020-004**
- 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/CXB/2020/004 Company ABC/Technical Offer (email 1 of 3)

RFP/HCR/CXB/2020/004 Company ABC/Financial Offer (email 1 of 1)

Emails with a subject field of different structure will be disqualified!

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 technical offer and financial offer are to be sent in separate emails. Failure to do so will result in disqualification.

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 Bangladeshi Taka only. Payment will be made in accordance to the UNHCR General Conditions of Contract for the Provision of Goods and Services. 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 UNHCR General Conditions of Contract (**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.



Bryan Gitau
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