

**UNHCR**United Nations High Commissioner for Refugees  
Haut Commissariat des Nations Unies pour les réfugiés**DATE: 14/03/2024**

**REQUEST FOR PROPOSAL: No. RFP/001/2024**

**FOR THE ESTABLISHMENT**

**OF A FRAME AGREEMENT FOR THE PROVISION OF**

**INTERNET SERVICES FOR UNHCR TUNISIA**

**CLOSING DATE AND TIME: 04/04/2024 – 23:59 hrs CET**

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**INTRODUCTION TO UNHCR**

The Office of the United Nations High Commissioner for Refugees was established on December 14, 1950 by the United Nations General Assembly. The agency is mandated to lead and co-ordinate international action to protect refugees and resolve refugee problems worldwide. Its primary purpose is to safeguard the rights and well-being of refugees. It also has a mandate to help stateless people.

In more than five decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 6,600 people in more than 110 countries continues to help about 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) in Tunisia invites qualified Internet Service Providers (ISPs) registered in Tunisia to make a firm offer for the establishment of Frame Agreement(s) for the Provision of Internet Services (Fiber Optic Internet Services) as stipulated in Annex A of this RFP (hereinafter referred to as "Services").

UNHCR may always award the Frame Agreement to one ISP or more to ensure an uninterrupted connectivity for an initial period of two years with possible one-year extension. Contracts will be reviewed after 24 months basis focusing on a possible price reduction that results from market behavior such as technology getting cheaper or higher competition between service providers. The successful bidders will be requested to maintain their quoted price model for the duration of the Frame Agreement.

Offers must be submitted for all the bandwidths listed in Annex C in line with Annex A. Incomplete offers may not be accepted.

The volumes anticipated in Annex A and C 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 procure all the bandwidths specified. Bandwidths may vary and will depend on the actual requirements and funds.

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.

Note: this document is not to be construed in any way as an offer to contract with your firm.

**IMPORTANT:**

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

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

**The estimated annual requirement of UNHCR is TND 70,000.**

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 Forms (B1 and B2)
Annex C:	Financial Offer Form
Annex D:	Vendor Registration Form
Annex E:	UNHCR General Conditions of Contracts for the Provision of Goods and Services – 2010
Annex F:	UNHCR Code of Conduct

## 2.2 **ACKNOWLEDGMENT**

We would appreciate your informing us of the receipt of this RFP by return e-mail to [tuntu@unhcr.org](mailto:tuntu@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 [tuntu@unhcr.org](mailto:tuntu@unhcr.org) . **The deadline for receipt of questions is 23:59 hrs CET on 21/03/2024.** 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.

UNHR will compile the questions received and plan to respond to the questions shortly after the closing date.

UNHCR may at its discretion, copy and reply to a particular question to all other invited bidders at once.

## 2.4 **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 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.**

The cost of preparing the Bid and negotiating a contract, including any relevant travel, is not reimbursable nor can it be included as a direct cost of the assignment.

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:

A- Complete the technical offer forms (**Annex B-1 & B-2**) and submit mandatory requested documents in section 2.6.

B- Description of the company and the company's qualifications:

- Company profile;
- List of similar and successfully completed projects;
- List of clients to whom you already or are currently dealt including contact details (name and phone number).

C- Written confirmation of acceptance of UNHCR general terms and conditions including payment which is within 30 days from the date of receipt of invoice following satisfactory delivery of goods/ services;

D- General Conditions for Provision of Services:

Your offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Services Revision January 2010- by signing **Annex E**.

E-UN supplier Code of Conduct:

Your offer should contain your acknowledgement of the UN supplier Code of Conduct **Annex-F**

F- Vendor Registration Form: If your company is not already registered with UNHCR, you should complete, sign and submit with your offer the Vendor Registration **Form Annex D**

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

**A supplier might be contacted to complement the narrative of the technical evaluation.**

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

Your separate financial offer must be prepared (price "all inclusive") in a single currency, **Tunisian Dinar**.

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 VAT. With this regard, price has to be given without VAT. UNHCR will not pay for VAT to the selected vendor.

You are requested to hold your offer valid for a minimum of **90 days** from the deadline for submission. UNHCR will make its best effort to select a company within this period.

Prices should apply to a committed rate of information in both upload/transmit bandwidth and download/receive bandwidth. The service should be for the committed rate of information with no other criteria.

You must quote separately for the installation & setup fees for both, fiber optic and Microwave Point-to-Point links as indicated in Annex-C.

The offered prices must remain unchanged for the duration of the Frame Agreement.

## 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 in two (2) stages as follows:

1. **First Stage:** Checking and verification of submitted tender documents by UNHCR Technical Evaluation Committee (TEC). UNHCR's TEC will check the submitted mandatory tender documents and mark 'yes' or 'no' against the conditions listed at point no. 2.4.1. Missing documents, if any, may be demanded from the vendors. Vendors refusing to provide missing document, when requested, will not be included for further evaluation.
2. **Second Stage:** Offers that pass the first stage will be qualified using the following inter alia criteria and percentage distribution: **70%** from the total score:

Criteria	Percentage
1. General company profile and qualifications	20
2. Proposed services, approach and company's capacity	35
3. Proposed personnel to carry out the services and after sale support	15
<b>Total:</b>	<b>70</b>

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 **45% out of the 70%.**

**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: **30%** 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 [TND lowest] \ [TND other] = points for other supplier's Price Component.

**2.6 SUBMISSION OF BID:**

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

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.

**Bid must be sent by e-mail ONLY to: [TUNTUPROS@unhcr.org](mailto:TUNTUPROS@unhcr.org)**

Or, hand-delivered contained in an outer envelope clearly indicating the project title, project number and address below:

**NAME OF THE PROJECT: REQUEST FOR PROPOSAL: No. RFP/001/2024**

**NAME OF OFFICE: UNHCR Tunisia**

**ADDRESS : Immeuble La Rive Les Berges Du Lac 1 Tunis, 1053**

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.

**Deadline: [04 April 2024], 23:59 hrs CET.**

**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 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 [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: **RFP/001/2024**
  - 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/2016/0123 Company ABC (email 1 of 3)

UNHCR will not be responsible for locating or securing any information that is not identified in the bid. Accordingly, to ensure that sufficient information is available, the bidder shall furnish, as part of the bid, any descriptive material such as extracts, descriptions, and other necessary information it deems would enhance the comprehension of its offer.

## **2.7 BID ACCEPTANCE:**

UNHCR reserves the right to accept the whole or part of your bid, 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.

UNHCR Tunisia

