



16<sup>th</sup> February 2012

United Nations Population Fund  
Midtermolen 3, P.O. Box 2530  
2100 - Copenhagen, Denmark  
Telephone: +45 35 46 70 79  
Email: [cucala@unfpa.org](mailto:cucala@unfpa.org)  
Website: [www.unfpa.org](http://www.unfpa.org)

## **INVITATION TO BID ITB NO.: UNFPA/HTI/12/001**

### **PROVISION AND INSTALLATION OF A SOLAR LIGHTING SYSTEM FOR UNFPA OFFICES IN HAITI**

#### **INTRODUCTORY LETTER**

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), an international development agency, invites sealed bids for the supply and installation of a Solar Lighting System for its programme in Haiti.
2. The technical bid (according to Section II and Section V) containing the technical product specifications and the financial bid (according to Section 5, Point 6) containing price information shall be submitted separately.
3. The bidder shall *be* required to quote for all items.
4. To enable you to submit a bid, please read the following attached documents carefully:

Section I:	Instructions to Bidders
Section II:	Technical Specifications and Schedule of Requirements
Section III:	UN General Conditions of Contracts
Section IV:	UNFPA Special Conditions for Contracts
Section V:	Bid Forms
Section VI:	Contract Forms

5. The bid shall reach UNFPA's reception or the email inbox of [bidtender@unfpa.dk](mailto:bidtender@unfpa.dk) no later than Monday 19<sup>th</sup> March 2012, at 11 am Haiti time (Eastern Standard Time).
6. The bid shall be opened on Monday 19<sup>th</sup> 2012, at 12 pm Haiti time (Eastern Standard Time) at UNFPA office in Port-au-Prince, Haiti, Route de l'aéroport, base MINUSTAH, Zone 5.
7. Bids received after the stipulated date and time shall not be accepted under any circumstances. Bids delivered through courier and posted later than the due date shall not be registered and shall be returned unopened. Bids submitted to any other email address than [bidtender@unfpa.dk](mailto:bidtender@unfpa.dk) shall be rejected.
8. Bidders shall acknowledge receipt of this Invitation to Bid according to the Bid Confirmation Form, Section V, 1 of this solicitation document by email to [UNFPA/HTI/Bid/Invitation to Bid/12/001](mailto:UNFPA/HTI/Bid/Invitation to Bid/12/001)

*cucala@unfpa.org* no later than *Tuesday 28<sup>th</sup> February 2012* and to indicate whether or not a bid shall be submitted. If you are declining to bid please state the reasons for UNFPA to improve its effectiveness in future invitations.

9. Any questions relating to the attached documents shall be addressed in writing to the following UNFPA personnel:
  - Ms. Catia Dupreville, Admin/Finance Assistant at [dupreville@unfpa.org](mailto:dupreville@unfpa.org) for questions related to technical requirements.
  - Ms. Marta Cucala, Procurement Assistant at [cucala@unfpa.org](mailto:cucala@unfpa.org) for questions relating to the bidding exercise.

Do not submit your bid to these contacts, or your bid will be disqualified.

10. This letter is not to be construed in any way as an offer to contract with your firm.
11. UNFPA strongly encourages all bidders to register on the United Nations Global Marketplace (<http://www.ungm.org>). By registering on UNGM, vendors become part of the database that UN buyers use when searching for suppliers. Vendors can also access all UN tenders online and, by subscribing to the Bid Tender Service, vendors can be automatically notified via e-mail of all UN business opportunities that match the products and services for which they have registered. Instructions on how to subscribe to the Tender Alert Service can be found in the UNGM Interactive Guide for Suppliers [http://www.ungm.org/Publications/UserManuals/Suppliers/UserManual\\_Supplier.pdf](http://www.ungm.org/Publications/UserManuals/Suppliers/UserManual_Supplier.pdf) .

Yours sincerely,

**Marta Cucala Escorihuela**  
**UNFPA**  
***Procurement Services Branch***



**UNITED NATIONS POPULATION FUND**

**INVITATION TO BID**

**ITB NO.: UNFPA/HTI/12/001**

**Bid document for the provision and installation of a solar lighting system**

***16<sup>th</sup> February 2012***

## Table of Contents

SECTION I: Instructions to Bidders .....	6
A. Introduction .....	6
1. Scope .....	6
2. Eligible Bidders .....	6
3. Eligible Goods and Related Services .....	6
4. Cost of Bid .....	7
5. Fraud and Corruption .....	7
B. Solicitation Documents .....	7
6. UNFPA Solicitation document .....	7
7. Clarifications of solicitation document .....	8
8. Amendments to UNFPA bid solicitation document .....	8
C. Preparation of Bids .....	8
9. Language of the bid .....	8
10. Documents to be submitted with the bid .....	8
11. Bid Currency and Prices .....	9
12. Validity of Bid .....	10
D. Submission of Bids and Bid Opening .....	10
13. Partial Bids .....	10
14. Alternative Bids .....	10
15. Technical and Financial Bids .....	10
16. Sealing and Marking of Bids (hard copies) .....	11
17. Electronic Submissions .....	11
18. Bid Submission Deadline/Late Bids .....	12
19. Withdrawal, Substitution and Modification of Bids .....	12
20. Storage of Bids .....	13
21. Bid Opening .....	13
E. Evaluation and Comparison of Bids .....	13
22. Confidentiality .....	13
23. Clarification of Bids .....	14
24. Responsiveness of bids .....	14
25. Nonconformities, Errors, and Omissions .....	15
26. Preliminary examination of Bids .....	15
27. Examination of Terms and Conditions and Technical Evaluation .....	16
28. Conversion to Single Currency .....	16
29. Domestic Preference .....	16
30. Evaluation of Bids .....	16
31. Comparison of Price Bids .....	16
32. Post-qualification of the Bidder .....	17
33. UNFPA’s Right to Accept Any Bid and to Reject Any or All Bids .....	17
34. UNFPA’s Right to Annul a Bidding Process .....	18
F. Award of Contract .....	18
35. Award Criteria .....	18
36. Right to Vary Requirements at Time of Award .....	18
37. Signing of the contract .....	18
38. Publication of Contract Award .....	19
SECTION III: .....	24
GENERAL CONDITIONS OF CONTRACT .....	24
CONTRACTS FOR THE PROVISION OF GOODS .....	24
SECTION IV: UNFPA Special Conditions for Contracts .....	25
SECTION V: Bidding Forms .....	26
1. Bid Confirmation Form .....	28
2. Bid Submission Form .....	29
3. Bidders Identification Form .....	30
4. Performance Statement Form .....	32
5. Product Item Overview Form .....	33

6. Price Schedule Form .....	35
7. Joint Venture Partner Information Form.....	38
8. Manufacturer’s Authorization Form .....	39
SECTION VI: Contract Forms.....	40
1. Bank Guarantee for Advance Payment .....	41
2. Performance Security .....	41
3. Contract Forms.....	41

## **SECTION I: Instructions to Bidders**

### **A. Introduction**

#### **1. Scope**

1.1. The goods to be procured are solar lighting systems for UNFPA's Programme in Haiti.

#### **2. Eligible Bidders**

2.1 This bid is open to primary manufacturers who are registered in the country where they produce, or their authorized representatives. A "primary manufacturer" is defined as a company that performs all the manufacturing and fabricating operations needed to produce goods in their appropriate dosage forms, including processing, blending, formulating, filling, packing, labelling and quality testing. A bid may be submitted by an authorized agent for and on behalf of the primary manufacturer provided the bid is accompanied by a duly notarized letter of authority from the primary manufacturer authorizing the designated agent to bid solely for and on behalf of the primary manufacturer, see Section V, Form 8 Manufacturer's Authorization Form.

2.2 A bidder and all parties constituting the bidder may hold any nationality.

2.3 A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

2.3.1. Are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these bidding documents; or

2.4 A bidder that is under a declaration of ineligibility by UNFPA in accordance with Instructions to Bidders Clause 2 at the date of contract award shall be disqualified. Bidders shall not be eligible to submit a bid if at the time of bid submission:

2.4.1. The bidder is listed as suspended on United Nations Global Marketplace (<http://www.ungm.org>) as a result of having committed fraudulent activities,

2.4.2. The bidder's name is mentioned in the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;

2.5 Bids may be submitted by a Joint Venture (JV). In the case of a JV:

- a. The duly filled Joint Venture Partner Information Form, Section V, 7, must be included with the bid; and
- b. All parties to the JV shall be jointly and severally liable; and
- c. The JV shall nominate a Representative who shall have the authority to conduct all businesses:
  - i. for and on behalf of any and all the parties of the JV during the bidding process; and
  - ii. in the event the JV is awarded the contract, during contract execution.

### **3 Eligible Goods and Related Services**

- 3.1. All the goods and related services to be supplied under the contract may have their origin in any country.
- 3.2. For purposes of this Clause, the term “origin” means the country where the goods have been produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized an article result that differs substantially in its basic characteristics from its components.

#### **4 Cost of Bid**

- 4.1. The bidder shall bear all costs associated with the preparation and submission of the bid, and the procuring UN entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid.

#### **5 Fraud and Corruption**

- 5.1. Please read UNFPA’s stance on fraud and corruption at <http://www.unfpa.org/public/op/preview/home/procurement/pid/8864>.

### **B. Solicitation Documents**

#### **6 UNFPA Solicitation document**

- 6.1. Bidders are expected to examine all instructions, forms, specifications, terms and conditions contained within this UNFPA solicitation document. Failure to comply with these documents shall be at the bidder’s risk and may affect the evaluation of the bids, or may result in the rejection of the bid.
- 6.2. Bidding documents consist of the following:
- |              |   |
|--------------|---|
| Section I:   | Instructions to Bidders                               |
| Section II:  | Technical Specifications and Schedule of Requirements |
| Section III: | UN General Conditions of Contracts                    |
| Section IV:  | UNFPA Special Conditions for Contracts                |
| Section V:   | Bid Forms   |
| Section VI:  | Contract Forms  |
- 6.3. Bidders are cautioned to read the specifications carefully (see Section II Technical Specifications and Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer’s product. Bidders are encouraged to advise UNFPA if they disagree.
- 6.4. The specifications are the minimum requirements for the products and related services. Products and services offered must meet or exceed all requirements herein. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

## **7 Clarifications of solicitation document**

- 7.1. A prospective bidder requiring any clarification on the bid solicitation documents may notify UNFPA in writing within two weeks from the date of issue of the bid. UNFPA shall respond in writing to any request for clarification received and circulate its response (including an explanation of the query but without identifying the source of enquiry) to all prospective bidders who have received the bid solicitation documents. A copy of UNFPA's answer shall also be posted on the UN Global Marketplace, <http://www.ungm.org/>.

## **8 Amendments to UNFPA bid solicitation document**

- 8.1. At any time prior to the deadline for submission of bids, UNFPA may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 8.2. All prospective bidders that have received the bidding documents shall be notified in writing of all the amendments to the bidding documents. In order to give prospective bidders reasonable time to take the amendments into account in preparing their bids UNFPA may, at its discretion, extend the deadline for the submission of bids.

## **C. Preparation of Bids**

### **9 Language of the bid**

- 9.1. The bid prepared by the bidder and all correspondence and documents relating to the bid shall be written in English or French.

### **10 Documents to be submitted with the bid**

#### **10.1. Documents Establishing the Eligibility of the Bidder**

To establish their eligibility, bidders shall:

- a. Complete the Bid Submission Form, Section V, 2.
- b. Complete Bidders Identification Form, Section V, 3.
- c. Complete Joint Venture Partner Information Form, Section V, 7 and provide all documents as required in the Form in the event that the bid is submitted by a Joint Venture.

#### **10.2. Documents Establishing the Qualifications of the Bidder**

To establish its qualifications, the bidder shall submit to UNFPA's satisfaction the following documents:

- a. Evidence that the bidder is established as a company and legally incorporated in the country where it resides; e.g. through provision of certification of incorporation or other documentary evidence (this is not required for companies already registered in national, regional or international Stock Exchanges);

- b. Copy of valid manufacturing license from the country of manufacturing and/or a copy of company registration in the country of operation demonstrating that is duly authorized to supply these goods to the country of destination
- c. In the case of a bidder not doing business within the country of destination, the bidder is or will be represented by an Agent in the country that is equipped and able to carry out the supplier's maintenance, training, repair and spare parts-stocking obligations prescribed in the Section II, Technical Specifications and Schedule of Requirements
- d. Written confirmation from the bidder that the bidder is neither suspended by the United Nations system nor debarred by the World Bank group;
- e. The availability in the Beneficiary's Country of spare parts and after-sales services for the equipment offered in the bid.
- f. Post qualification documentation outlined in Instructions to Bidders, Section 32

Failure to furnish all the information required for submission shall be at the bidder's risk as it may then be determined that the bid does not substantially respond to the UNFPA bid document in every respect. This may result in a rejection of the bid.

### 10.3. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

Bidders shall submit:

- a. Documentary evidence that the goods conform to the Technical Specifications and standards specified in Section II Technical Specifications and Schedule of Requirements.
- b. Completed Product Item Overview Form, Section V, 5.
- c. Product catalogues containing pictures of the product(s)
- d. Manufacturer's technical product specifications or datasheets
- e. Results of any testing carried out on the products
- f. Copies of current certificates such as GMP/quality, FSC/PPP, manufacturer's ISO certificate for the product, manufacturer's CE certificate, USA 510k, Japan QS standard, etc., as stated in the Technical Specifications and Schedule of Requirements Section II
- g. Copy of valid authorization letter issued by the manufacturer per each product, if bidder is not the manufacture according to Section V.8 Manufacturer's Authorization Form
- h. The bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during *two years* following commencement of the use of the goods by UNFPA. Bidders must complete and submit with their bid the Excel table containing the individual item details, as per Form in Section V.5. Bidding Forms.

### 10.4. Documents Establishing Sustainability Efforts of the Bidder

UNFPA requests bidders to submit information on environmental and social policies and any related documentation in their bid. In the long term it is UNFPA's intention to incorporate environmental and social criteria considerations into the evaluation process, such as adherence to Global Compact requirements. More information can be accessed on the Global Compact web site, <http://www.unglobalcompact.org/>, or by contacting Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org). UNFPA encourages suppliers now to consider joining the UN Global Compact and to look into other ways to help reduce their environmental impact.

## 11 Bid Currency and Prices

11.1. All prices shall be quoted in any convertible currency to US Dollars (USD).

- 11.2. The bidder shall indicate the unit prices (where applicable) and total bid price of the goods or services it proposes to supply under the contract. This price information shall be indicated on the Price Schedule Form, Section V, 6.
- 11.3. Bidders are requested to quote the following based on INCOTERMS 2010:
- Price of goods FOB/FCA Point of departure
  - Freight cost CPT Port-au-Prince, Haiti
- 11.4. The terms FCA, CPT and other similar terms shall be governed by the rules prescribed in the INCOTERMS 2010, published by the International Chamber of Commerce.
- 11.5. Where installation, commissioning, training or other similar services are required to be performed by the bidder, the bidder shall include an itemized list of the prices for the requested.

## **12 Validity of Bid**

- 12.1. The prices of the bid shall be valid for *90 days* after the closing date of bid submission as specified by UNFPA. A bid valid for a shorter period shall be rejected by UNFPA on the grounds that it is non-responsive.
- 12.2. In exceptional circumstances, UNFPA may solicit the bidder's consent for an extension of the period of validity under exceptional circumstances. The request and the responses shall be made in writing.

## **D. Submission of Bids and Bid Opening**

### **13 Partial Bids**

- 13.1. Partial bids are not allowed under this tender.

### **14 Alternative Bids**

- 14.1. Alternative bids will not be accepted. In the event of a supplier submitting more than one bid, the following shall apply:
- a. All bids marked alternative bids will be rejected and only the base bid will be evaluated.
  - b. All bids will be rejected if no indication is provided as to which bids are alternative bids.

### **15 Technical and Financial Bids**

- 15.1. A Bid shall consist of two parts: the Technical Bid and the Financial Bid.

The Technical Bid containing the technical specifications and the Financial Bid containing price information shall be submitted separately and submitted in two envelopes *or* transmitted in two separate emails to the email address designated by UNFPA.

- 15.2. The technical portion of the bid shall be prepared in accordance with Section II: Schedule of Requirements and Technical Specifications and shall include the requested documentation as per Instructions to Bidders Clause 10.
- 15.3. The financial portion of the bid shall be prepared in accordance with the Price Schedule Form in Section V, 6 of the bid forms.
- 15.4. Bids shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. A bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the bidder. In that case such corrections shall be initialled by the person or persons signing the bid.

## 16 Sealing and Marking of Bids (hard copies)

When submitting in hard copies, the Bidder shall prepare two sets of the technical Bid and two sets of the financial Bid, one stamped as “Original” and the other one stamped as “Copy”. In the event of a discrepancy between them, the original shall govern.

The **outer envelope** must be clearly marked with the following:

*UNITED NATIONS POPULATION FUND (UNFPA)*  
**Route de l'aéroport, base MINUSTAH, Zone 5**  
*Port-au-Price, Haiti*  
*Invitation to Bid No. UNFPA/HTI/12/001*  
*Attention: Ms. Catia dupreville*  
**ONLY TO BE OPENED BY AUTHORISED UNFPA PERSONNEL**

The **inner envelopes** must be clearly marked with the following:

*UNITED NATIONS POPULATION FUND (UNFPA)*  
**Route de l'aéroport, base MINUSTAH, Zone 5**  
*Port-au-Price, Haiti*  
  
*Submission 1 of 2: “UNFPA/HTI/12/001 [...insert company name...], Technical Proposal”*  
*Submission 2 of 2: “UNFPA/HTI/12/001 [...insert company name...], Financial Proposal”*

If the outer envelope is not sealed and marked as required, the Buyer shall assume no responsibility for the Bid's misplacement or premature opening.

## 17 Electronic Submissions

Please note the following guidelines for **electronic submissions**:

Bidders shall make clear reference to the specific proposal in the subject field as instructed, otherwise proposals may be rejected. Clearly specify: **ICB No. UNFPA/HTI/12/001, [...insert company name...]** and specify “Technical Proposal” or “Financial Proposal” in the subject field. I.e.:

Submission 1 of 2: “UNFPA/HTI/12/001, [...insert company name...], Technical Proposal”  
Submission 2 of 2: “UNFPA/HTI/12/001, [...insert company name...], Financial proposal”

The Technical Proposal and the Financial Proposal shall be submitted in **separate** emails to [bidtender@unfpa.dk](mailto:bidtender@unfpa.dk). Proposals received at the [bidtender@unfpa.dk](mailto:bidtender@unfpa.dk) mailbox are kept undisclosed and shall not be opened before the scheduled opening date. Bids submitted to any other email address will be disqualified.

E-mail submission shall not exceed **10 MB**. Where the technical details are in large electronic files, it is recommended that these shall be sent separately before the deadline. It shall be the Bidder’s responsibility to ensure that Bids sent by e-mail are received by the deadline. All Bidders shall receive an auto-reply acknowledging the receipt of their email.

Bidders shall not receive responses to questions sent to [bidtender@unfpa.dk](mailto:bidtender@unfpa.dk) since it is a secure mailbox.

## **18 Bid Submission Deadline/Late Bids**

- 18.1. Bids must be delivered to the office on or before the date and time specified in the introductory letter of this solicitation document. If any doubt exists as to the time zone in which the bid should be submitted please refer to [www.timeanddate.com/worldclock](http://www.timeanddate.com/worldclock), or contact the bid focal point.
- 18.2. UNFPA may, under special and exceptional circumstances, extend the bid submission deadline and such changes shall be notified in UNGM before the expiration of the original period.
- 18.3. Any bid received by UNFPA after the bid submission deadline shall be rejected and returned unopened to the bidder. UNFPA shall not be legally responsible for bids that arrived late due to the bidder’s problems with transmission of bid submissions via email and/or with the courier company.

## **19 Withdrawal, Substitution and Modification of Bids**

- 19.1. A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice prior to the bid submission deadline.
- 19.2. The bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNFPA prior to the bid submission deadline requested to be withdrawn shall be shredded or shall be returned unopened to the bidder.
- 19.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Submission Form or any extension thereof.

## **20 Storage of Bids**

- 20.1. Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in the UNFPA's solicitation document. No responsibility shall be attached to UNFPA for prematurely opening an improperly addressed and/or identified bid.

## **21 Bid Opening**

- 21.1. UNFPA shall conduct the bid opening in public at the following address, date and time.

Street Address: Route de l'aéroport, base MINUSTAH, Zone 5

City: *Port-au-Prince*

Country: *Haiti*

Date: *Monday 19<sup>th</sup> March 2012*

Time: *12 pm Haiti time, (Eastern Standard Time)*

- 21.2. Bids received electronically by the required deadline will be printed and a copy of the bids will be put in a sealed envelope that will be opened at the time and date specified in the bid document. Only the last received bid will be opened if multiple bids are sent by a same bidder.
- 21.3. UNFPA shall open all technical bids in the presence of at least two witnesses from UNFPA or another UN agency. The bids shall be opened publicly at the time and place specified in the ITB and an immediate record made thereof.
- 21.4. Only those who have submitted bids may attend the bid opening. However, the bidders may authorize a local agent, embassy or trade commission (also referred to as observers) to represent them. In order to be able to attend bid opening, agents representing bidders must provide reasonable evidence (business cards, letter of authorization, etc.) confirming the name of the bidder they represent.
- 21.5. The report shall be available for viewing by bidders for a period of thirty days from the date of the opening. No information that is not included in the bid opening report can be given to bidders.
- 21.6. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder. Bids that are not opened and read out at the bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be shredded except for any bank securities, which will be returned to the bidder.

## **E. Evaluation and Comparison of Bids**

## **22 Confidentiality**

- 22.1. Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with such process until the contract award is published.
- 22.2. Any effort by a bidder to influence UNFPA in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
- 22.3. Notwithstanding from the time of bid opening to the time of contract award, if any bidder wishes to contact UNFPA on any matter related to the bidding process, it should do so in writing.

## **23 Clarification of Bids**

- 23.1. To assist in the examination, evaluation and comparison of bids, UNFPA may ask bidders for clarification of their bids. The request for clarification and the response shall be in writing by UNFPA and no change in price or substance of the bid shall be sought, offered or permitted.

## **24 Responsiveness of bids**

- 24.1. UNFPA's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 24.2. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
  - a. affects in any substantial way the scope, quality, or performance of the goods and related services specified in the contract; or
  - b. limits in any substantial way, inconsistent with the bidding documents, UNFPA's rights or the bidder's obligations under the contract; or
  - c. if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 24.3. UNFPA considers material deviation to include, but to not to be limited to the following situations:
  - a. During preliminary examination of bids (verification of formal criteria)
    - Absence of bid form(s), change in the wording or lack of signature on key portions of the bid form when this is clearly specified in the tender document as a requirement. Any change in wording that is consistent with the standard format of the bid form(s) is not a material deviation;
    - The bidder indicates in the bid that they do not accept important contract conditions, i.e. related to Warranty, Force Majeure Applicable Law, Delivery Schedule, Payment Terms, General Conditions and Limitation of Liability;
    - Non historical documents required in the solicitation document have not been provided, such as documents specifically related to the bidding process and that the bidder could not be expected to possess before the solicitation document was issued;

- Non eligibility of the bidder;
  - Financial information is included in the technical bid when using the two-envelope method.
- b. During technical evaluation of bids and qualification of bidders:
- Specifications of the item quoted vary in one or more significant respect(s) from the minimum required technical specifications.
- c. During financial evaluation of bids:
- The bidder does not accept the required price correction as Instructions to Bidders Clause 25.1, c.
  - Required price components are missing;
  - The bidder offers less quantity than what is required.
- 24.4. If a bid is not substantially responsive to the bidding documents, it shall be rejected by UNFPA and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.

## **25 Nonconformities, Errors, and Omissions**

- 25.1. Provided that a bid is substantially responsive:
- a. UNFPA may waive any non-conformities or omissions in the bid that do not constitute a material deviation.
  - b. UNFPA may request that the bidder submit the necessary information or documentation within a reasonable period of time to rectify nonmaterial nonconformities or omissions in the bid related to documentation\_requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
  - c. UNFPA shall correct arithmetical errors on the following basis:
    - If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNFPA there is an obvious misplacement of the decimal point in the unit price. In that case the line item total as quoted shall govern and the unit price shall be corrected;
    - if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
    - if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to a. and b. above.
- 25.2. If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.

## **26 Preliminary examination of Bids**

- 26.1. UNFPA shall examine the bids to determine whether they are complete, that all documents and technical documentation requested as per Instructions to Bidders Clause 10 have been provided and to determine the completeness of each document submitted. UNFPA will also

examine whether any computational errors have been made, whether the documents are properly signed, and whether the bids are generally in order.

## **27 Examination of Terms and Conditions and Technical Evaluation**

- 27.1. UNFPA shall examine the bid to confirm that it does not contain any material deviations, reservation, or omission related to the conditions and requirements specified in the Section II Technical Specifications and Schedule of Requirements, Section III UN General Conditions for Contracts and Section IV UNFPA Special Terms and Conditions.
- 27.2. If after the examination of the terms and conditions and the technical evaluation UNFPA determines that the bid is not substantially responsive in accordance with Instructions to Bidders Clause 24, the bid shall be rejected.

## **28 Conversion to Single Currency**

- 28.1. To facilitate evaluation and comparison, UNFPA will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to US dollars at the official UN exchange rate on the last day for submission of bids.

## **29 Domestic Preference**

- 29.1. Domestic preference shall not be a factor in bid evaluation.

## **30 Evaluation of Bids**

- 30.1. UNFPA shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 30.2. UNFPA's evaluation of a bid will exclude and not take into account:
  - a. Customs duties and other import taxes, sales and other similar taxes, which will be payable on the goods if the contract is awarded to the bidder;
  - b. Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

## **31 Comparison of Price Bids**

- 31.1. UNFPA shall compare all substantially responsive bids to determine the lowest priced substantially responsive bid.
- 31.2. Bid comparison will be made on the total cost, delivered to final destination. UNFPA reserves the right to compare freight prices of bidders with rates of reputable freight forwarders and to consider such rates for the purpose of bid evaluation. In the event that bidder's freight prices are found to be less competitive than the rates offered by freight forwarders, UNFPA may issue a contract on FCA basis to the Vendor instead of CPT/CFR,

and issue a separate contract for freight to a freight forwarder if deemed in the best financial interest of UNFPA.

### **32 Post-qualification of the Bidder**

- 32.1. UNFPA shall determine to its satisfaction whether the bidder with the lowest priced, substantially responsive bid is qualified to perform the contract satisfactorily.
- 32.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted in the bid. An affirmative determination shall be a prerequisite in order to award the contract to the bidder. A negative determination shall result in disqualification of the bid, in which event UNFPA shall proceed to the bid that was evaluated as the next lowest priced, substantially responsive bid in order to make a similar determination of that bidder's capabilities to perform satisfactorily.
- 32.3. To evaluate a Bid, UNFPA shall consider the following:
  - Performance Statement Form, Section V, 4, with documentary evidence
  - Copy of last year audited company Balance and Financial Statements

For non manufacturer bidders:

- a. Legally enforceable authorization from the manufacturer assuring full guarantee and warranty obligations as per the tender conditions for the goods offered; and
  - b. The bidder, as authorized by the manufacturers, has supplied and provided after sales service for similar goods to the extent of at least 20 percent of the quantities indicated in the tender requirements in any one of the last three years, and the goods must be in satisfactory operation.
  - c. Financial Experience and Technical Capacity requirements of the manufacturer similar to those mentioned above.
- 32.4. Notwithstanding anything stated above, UNFPA reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award.
- 32.5. Even though the bidders may meet the above qualifying criteria, they can be subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or record of poor performance such as, not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

### **33 UNFPA's Right to Accept Any Bid and to Reject Any or All Bids**

- 33.1. A bid that is rejected by UNFPA may not be made responsive by the bidder by correction of the non-conformity. A responsive bid is defined as one which conforms to all the terms and conditions of the UNFPA's bid solicitation documents without material deviations. UNFPA shall determine the responsiveness of each bid against the UNFPA solicitation documents.

- 33.2. UNFPA reserves the right to reject any bid if a bidder has previously failed to perform properly or complete on time in accordance with contracts or the bidder who in UNFPA's perspective is not in a position to perform the contract.
- 33.3. The bidders waive all rights to appeal against the decision made by UNFPA.

#### **34 UNFPA's Right to Annul a Bidding Process**

- 34.1. UNFPA reserves the right to annul the bidding process and reject all bids at any time prior to award of purchase order, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for UNFPA's action.

### **F. Award of Contract**

#### **35 Award Criteria**

- 35.1. In the event of a contract award, UNFPA shall award the *Purchase Order* to the lowest priced bidder(s) whose bid has been determined to be substantially responsive to the bidding documents.
- 35.2. If required, the bidder shall permit UNFPA representatives access to their facilities at any reasonable time to inspect the premises that shall be used for the production, testing and packaging of the products. The bidder shall also provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary. UNFPA may inspect the manufacturing facilities of the lowest evaluated responsive bidder to assess his capability to successfully perform the contract as per the terms and conditions specified in the ITB.
- 35.3. UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the lowest priced substantially responsive bidder cannot fully meet the delivery requirements or if it is deemed to be in UNFPA's best interest to do so. Any arrangement under this condition shall be made on the basis of the lowest priced substantially responsive, the second lowest priced substantially responsive, the third lowest priced substantially responsive, etc.

#### **36 Right to Vary Requirements at Time of Award**

- 36.1. UNFPA reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of goods specified in this bid without any change in unit price or other terms and conditions.

#### **37 Signing of the contract**

- 37.1. Prior to the expiration of the period of bid validity, UNFPA shall send the successful bidder the Purchase Order, which constitute the notification of award. The successful bidder shall sign, date the contract and return it to UNFPA within 10 days of receipt of the contract. After

receipt of the contract, the successful bidder shall deliver the commodities in accordance with the quantity, quality and delivery schedule outlined in its bid in conjunction with UN General Conditions of Contracts.

### **38 Publication of Contract Award**

- 38.1. UNFPA shall publish the contract award on United Nations Global Marketplace <http://www.ungm.org>, with the information of the awarded bidder company name, contract amount or LTA and the date of the contract.
- 38.2. Suppliers perceiving that they have been unjustly treated in connection with the solicitation or award of a contract may lodge a complaint directly to the Chief, Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org), who will then make an assessment of the complaint and provide a reply to the Supplier within a week and, if required, advise the Supplier on further recourse.

## **SECTION II: Technical Specifications and Schedule of Requirements**

### **2.1. Technical Specifications**

We would like to request BID for **Solar Lightning System** in reference to the below specifications. Your BID shall include a very detailed proposal with different components and equipment, unit prices, delivery time to Haiti, installation time, and service response time.

**Purpose:** Provide light around the shower & toilet facilities in refugee camps in Haiti in order to increase security of people and especially women going there at night. The solar lights will be installed in approximate 30 different locations. We request BIDs for this type of lightning system because it does not need heavy maintenance and it has a good durability.

**Number needed:** 190 units

#### **Requirements:**

- Poles: Height: 7 to 9 meters with solar panels.
- Lighting: with LED, power = 50 W minimum (make proposal for more powerful if you can). Light coverage at a minimum of 0,5 lux: at least 7,800 square feet
  - Maximum lux reading under pole: at least 30 lux
  - Lux reading at 15 feet of pole: at least 10 lux
  - Lux reading at 30 feet of pole: at least 1, 7 lux
  - Lux reading at 50 feet of pole: at least 0, 5 lux
- The system must not have any electrical wire connection to the ground: every unit is totally independent from the others therefore the whole power system will be on the pole itself.
- The batteries box should be placed at 2/3 of height (so 5/6m) for reducing wind impact (swinging danger).
- Microprocessor and Timer (Protected in enclosed environment against theft and vandalism).
- Detailed instruction manuals included in every system (French and English).
- System must be movable meaning, on our request, with notice, the whole system can be displaced without difficulty and in a reasonable period of time (max 5 days).
- An assessment team from the contractor will join UNFPA team on sites to determine number of units / camp.
- A metal plate (A3 format) should be welded at eye's level for advertisement purpose.
- No apparent wires. All cabling has to be secured inside metal components, from solar module to LED lamp.
- Back of solar panel has to be covered by metal to protect the entire back surface.
- Demonstrate how panel is securely mounted on top of pole in a way that it cannot be removed with hand tools (screw driver, metal saw, etc)

**Guarantee:**

- 2 years minimum for any technical incident
- Solar panel = 15 years shelf life minimum
- Battery = 5 years shelf life minimum
- A written commitment to cover damages up to a 150km/h wind (contractor can propose an optional solution for preventing the fall of the pole)
- Every cost for intervention covered by contractor (spare parts, transport) during period of guarantee
- A well trained maintenance team on call (Provide details). If the company is not based in Haiti, a local representative should be trained and provide maintenance.
  
- Intervention within 12h maximum

**Price should include:**

- The price of 190 units delivered, and installed on sites including 2 year guarantee.
- Extension of guarantee (3 years/4 years)
- Price of spare parts (solar panel, battery, foundation block, LED, and cost of intervention). List any other necessary spare part including unit price and purpose.
- Price for installing a pole Port au Prince and suburbs (ie. “Carrefour, Croix des Bouquets”) is considered to be in the same city.
- The painting (oil based) of the pole (color undetermined yet)

**Special requirements:**

- All units shall be delivered to Haiti within 30 days following the signature of the contract.
- All units shall be installed on sites within 4 weeks maximum after arrival in country
- Some sites may not be accessible for a crane or a truck therefore it has to be installed with manpower only.

## Contract Terms

Please access the following link for UNFPA General Terms and Conditions of contracts:

<http://www.unfpa.org/public/procurement/pid/3233>

Delivery	Partial deliveries are allowed. Bidders should indicate the delivery schedule in their BID.
Delivery address	UNFPA's Warehouse in Port-au-Prince, to be defined
Price	CPT Port-au-Prince. UNFPA will not pay any extra costs that are not included in the price offer.
Payment	30 days from receipt of Invoice and delivery confirmation. No Advance payments are accepted.

## 2.2 Schedule of Requirements

The bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during *two years* following commencement of the use of the goods by UNFPA.

<b>1. List of Goods and Services</b>			
<b>Line Item</b>	<b>Description of Goods</b>	<b>Quantity</b>	<b>Unit of measure</b>
1	Solar Lighting System as per requirements, (Custom cleared and installed on sites including 2 year guarantee) (Attach a list of items included with quantities and unit prices)	<b>190</b>	Units
2	Extension of guarantee (2 years/3 years)	<b>190</b>	Units
3	Price of spare parts (solar panel, battery, foundation block, LED, and cost of intervention). (Attach a list of items included with quantities and unit prices)	<b>190</b>	Sets
4	Price for installing Port au Prince and suburbs (ie. "Carrefour, Croix des Bouquets") is considered to be in the same city. (Attach a list of detailed service proposed)	<b>1</b>	Unit
5	Oil based painting of the poles (color undetermined yet)	<b>190</b>	Units

**SECTION III:  
GENERAL CONDITIONS OF CONTRACT  
CONTRACTS FOR THE PROVISION OF GOODS**

The General Terms and Conditions can be found at:  
[http://www.un.org/Depts/ptd/pdf/general\\_condition\\_goods.pdf](http://www.un.org/Depts/ptd/pdf/general_condition_goods.pdf)

## SECTION IV: UNFPA Special Conditions for Contracts

<b>CONTRACT PRICE</b>	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
<b>WARRANTY</b>	The warranty period shall be 24 months. Details on Warranty Services required are included in Section II: Technical Specifications and Schedule of Requirements.
<b>GOODS AND SERVICES DEFINED</b>	<p>Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, customized and standard software as required, intermediate products and products which the Supplier is required to supply under the Purchase Order.</p> <p>Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the Purchase Order.</p>
<b>AFTER SALES SERVICES</b>	Periodic maintenance checks on installed systems to be made throughout a period of two years after installation to ensure the functioning of equipment.
<b>TRANSPORTATION AND FREIGHT</b>	<p>Responsibility for transportation of the Goods shall be as specified in the INCOTERMS.</p> <p>All non-containerized Goods must be shipped below deck</p> <p>Partial shipment <i>is</i> allowed. Transshipment <i>is</i> allowed.</p>

## SECTION V: Bidding Forms

The following checklist is provided as a courtesy to bidders. Please use this checklist while preparing the bid to ensure that your bid contains all required information. This checklist is for the bidder's internal reference and does not need to be submitted with the bid.

ACTIVITY	LOCATION	YES / NO/ NOT APPLICABLE	REMARKS
Have you read and understood all of the Instructions to Bidders in Section I of the bidding documents?	Section I		
Have you reviewed and agreed to the UN General Terms and Conditions?	Section III		
Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?	Section IV		
Have you completed the Bid Confirmation Form?	Section V, 1		
Have you completed the Bid Submission Form?	Section V, 2		
Have you completed the Bidder's Identification Form?	Section V, 3		
Have you completed the Performance Statement Form?	Section V, 4		
Have you completed the Product Item Overview Form?	Section V, 5		
Have you completed and signed the Price Schedule Form?	Section V, 6		
Have you completed the Joint Venture Partner Information Form?	Section V, 7		
Have you completed the Manufacturer's Authorization Form?	Section V, 8		
Have you reviewed all of the relevant contract form(s)?	Section VI		
Have you prepared a copy of your valid manufacturing license from the country of manufacturing?	Section I, Sub-Clause 10.2, b.		
Have you prepared a copy of your company's registration in the country of operation?	Section I, Sub-Clause 10.2, b.		
Have you prepared a copy of the previous year's audited company Balance and Financial Statements?	Section I, Sub-Clause 10.2, d.		
Have you prepared documentary evidence that the goods conform to the technical specifications and standards specified in Section II Technical Specifications and Schedule of Requirements?	Section I, Sub-Clause 10.3, a.		
Have you prepared product catalogues containing pictures of the product(s)?	Section I, Sub-Clause 10.3, c.		
Have you prepared the manufacturer's technical product specifications or data sheets?	Section I, Sub-Clause 10.3, d.		

Have you provided the results of any testing carried out on the products?	Section I, Sub-Clause 10.3, a.		
Have you provided any copies of current certificates such as GMP/Quality, FSC/PPP, manufacturer's ISO certificate for the product, manufacturer's CE certificate, USA510k, Japan QS standard, etc. as stated in the Technical Specifications and Schedule of Requirements, in Section II?	Section I, Sub-Clause 10.3, g.		
Have you provided a copy of the valid authorization letter issued by the manufacturer for each product, if you are not the manufacturer?	Section I, Sub-Clause 10.3, h.		
Have you furnished a list of full particulars, regarding the available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functions of the goods within the Product Item Overview Form, Section V, 5?	Section I, Sub-Clause 10.3, i.		
Have you provided a copy of any of your company's environmental or social policies, and any related documentation?	Section I, Sub-Clause 10.4		
Have you reviewed the UN Global Compact requirements?	Section I, Sub-Clause 10.4		
Have you sealed and marked the bids according to Instructions to Bidders Clause 16 (hard copy bids) or Clause 17 (electronic bids)?	Section I, Sub-Clause 16 & 17		
If submitted electronically, is the file size of the bid less than 10MB? (If the file size is above 10MB, refer to Instructions to Bidders Sub-Clause 17.4)	Section I, Sub-Clause 17.4		
Have you noted the bid closing deadline?	Cover letter, #5		
Have you provided information on annual sales turnover during any one of the last three years to be at least equal to the contract value (from Financial Statements)?	Section I, Sub-Clause 32.3 Financial Capability, a.		

### 1. Bid Confirmation Form

[Complete this page and return it prior to bid opening if you do not intend to bid]

Date:

To: UNFPA  
Port-au-Prince, Haiti  
Ms. Catia Dupreville

Fax/email: *dupreville@unfpa.org*

From: \_\_\_\_\_  
\_\_\_\_\_

Subject: ITB No.: UNFPA/HTI/12/001

YES, we intend to submit a bid.

NO, we are unable to submit a bid in response to the above mentioned Invitation to Bid due to the following reason(s):

- The requested products and services are not within our range of supply
- We are unable to submit a competitive bid for the requested products at the moment
- The requested products are not available at the moment
- We cannot meet the requested specifications
- We cannot offer the requested type of packing
- We can only offer FCA prices
- The information provided for quotation purposes is insufficient
- Your ITB is too complicated
- Insufficient time is allowed to prepare a quotation
- We cannot meet the delivery requirements
- We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc)
- We do not export
- Our production capacity is currently full
- We are closed during the holiday season
- We had to give priority to other clients' requests
- We do not sell directly, but through distributors
- We have no after-sales service available in the recipient country
- The person handling bid is away from the office
- Other (please specify)

Please confirm one of the following two options:

- We would like to receive future ITBs for this type of goods
- We don't want to receive ITBs for this type of goods

**If UNFPA has questions to the bidder concerning this NO BID, UNFPA should contact Mr./Ms. \_\_\_\_\_, phone/email \_\_\_\_\_, who will be able to assist.**

**2. Bid Submission Form**

*[The bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

**Date:** *[insert date (as day, month and year) of Bid Submission]*

**ITB No.:** UNFPA/HTI/12/001

To: UNFPA, Haiti

Dear Sir / Madam,

We the Undersigned have examined and have no reservations to the Bidding Documents No. UNFPA/HTI/12/001 and amendments We hereby offers to supply, in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements, the following goods and related services \_\_\_\_\_ which are subject to UN General Terms and Conditions and UNFPA specified in the document.

We agree to abide by this bid for a period of 90 days from the date fixed for opening of bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We, including any subcontractors or suppliers for any part of the contract, have nationality from countries \_\_\_\_\_ *[insert the nationality of the bidder, including that of all parties that comprise the bidder, if the bidder is a JV, and the nationality each subcontractor and supplier; otherwise buyer should delete this text if non-applicable]*

We have no conflict of interest in accordance with Instructions to Bidders Sub-Clause 2.3;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—have not been declared ineligible by UNFPA, in accordance with Instructions to Bidders Sub-Clause 2.4;

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Dated on .....day of .....[year].

Signature: .....  
*[insert signature of person whose name and capacity are shown]*

In the capacity .....  
of: *[insert legal capacity of person signing the Bid Submission Form]*

Name: .....  
*[insert complete name of person signing the Bid Submission Form]*

Company: .....  
*[insert name of company]*

### 3. Bidders Identification Form

Bid No. UNFPA/HTI/12/001

#### 1. Organization

Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
<b>Legal Representative:</b> Name/Surname/Position	
<b>Legal structure:</b> natural person/Co.Ltd, NGO/institution/other (please specify)	
<b>Organizational Type:</b> Manufacturer, Wholesaler, Trader, Service provider, etc.	
Areas of expertise of the organization	
Current Licenses, if any, and permits (with dates, numbers and expiration dates)	
Years supplying to UN organizations	
Years supplying to UNFPA	
Production Capacity	
Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the bid)	
Commercial Representatives in the country: Name/Address/Phone (for international companies only)	

#### 2. Quality Assurance Certification

International Quality Management System (QMS)	
List of other ISO certificates or equivalent certificates	
Presence and characteristics of in-house quality control laboratory (if relevant to bid)	

#### 3. Expertise of Staff

Total number of staff	
Number of staff involved in similar supply contracts	

**4. Contact details of persons that UNFPA may contact for requests for clarification during bid evaluation**

Name/Surname	
Telephone Number (direct)	
Email address (direct)	

P.S.: This person must be available during the next two weeks following receipt of bid

#### 4. Performance Statement Form

(For the last five years)

Bid No. UNFPA/HTI/12/001

Name of Bidder: \_\_\_\_\_

Order No. & Date	Client	Contact person/phone	Description & quantities of ordered items	Value of order (USD)	Date of completion		Satisfactory completion
					As per contract	Actual	

To be attached: Documentary evidence (client's letter or certificate) in support of satisfactory completion of above orders.

\_\_\_\_\_  
Signature and seal of the bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Countersigned by and seal of Chartered Accountant

\_\_\_\_\_  
Date

### 5. Product Item Overview Form

<b>Item No.</b>	<b>Description and minimum /mandatory specifications</b> <i>[Detailed description to be completed by UNFPA]</i>	<b>Description of items offered and Bidder's statements on deviations</b> <i>(To be completed by the bidder)</i>	<b>Compliant? (Y/N)</b> <i>(To be completed by UNFPA during evaluation)</i>
<b>1</b>	Poles. Height: 7 to 9 meters Provide detailed specifications.		
<b>2</b>	Solar Panel Provide type, detailed specifications, and dimensions.		
<b>3</b>	Lighting: with LED, power = 50 W minimum (make proposal for more powerful if you can). Provide detailed specifications and range of lighting.		
<b>4</b>	The system must not have any electrical wire connection to the ground: every unit is totally independent from the others therefore the whole power system will be on the pole itself.		
<b>5</b>	The batteries box should be placed at 2/3 of height (so 5/6m) for reducing wind impact (swinging danger). Provide specifications of battery and proposed placement		
<b>6</b>	Microprocessor and Timer (Protected in enclosed environment against theft and vandalism). Provide specifications and proposed placement		
<b>7</b>	Detailed instruction manuals included in every system (French and English).		
<b>8</b>	An assessment team from the contractor will join UNFPA team on sites to determine number of units / camp. Provide detailed information on the assessment team, including availability		
<b>9</b>	A metal plate (A3 format) should be welded at eye's level for advertisement purpose.		
<b>10</b>	2 year warranty minimum for any technical incident Specify what is covered		
<b>11</b>	Solar panel = 15 years life time minimum		
<b>12</b>	Battery = 3 to 5 years life time minimum		
<b>13</b>	Written commitment to cover		

	damages up to a 150km/h wind (contractor can propose an optional solution for preventing the fall of the pole)		
<b>14</b>	All costs of intervention during warranty period covered by contractor (spare parts, transport) Provide detailed proposal		
<b>15</b>	Trained maintenance team on call Provide detailed information on the maintenance team, including location and availability		
<b>16</b>	Intervention within 12h maximum		

## 6. Price Schedule Form

*[The bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the list of goods and related services specified by UNFPA in the Schedule of Requirements.]*

**Price schedule (no tax included):**

Item	Description	Quantity	Unit Price (CPT) Port-au-Prince (Currency: ___)
<b>1</b>	Solar Lighting System as per requirements, (Custom cleared and installed on sites including 2 year guarantee) (Attach a list of items included with quantities and unit prices)	<b>190 units</b>	
<b>2</b>	Extension of guarantee (2 years/3 years)	<b>190 units</b>	
<b>3</b>	Price of spare parts (solar panel, battery, foundation block, LED, and cost of intervention). (Attach a list of items included with quantities and unit prices)	<b>190 sets</b>	
<b>4</b>	<p><b><u>Price for installing in Haiti, Port au Prince and suburbs :</u></b></p> <p>Commune de Pétiyon ville: Morne Lazard (Quartier Morne Lazard)</p> <p><u>Commune de Port-au-Prince:</u> Villa Rosa (quartier Canapé Vert)</p> <p style="padding-left: 40px;">Morne Rosa (quartier Canapé vert) Bas Canapé Vert (quartier Canapé Vert) Bois Patate (Quartier Canapé vert) Jean-Baptiste (quartier Canapé Vert)</p> <p><u>Commune de Delmas :</u> Delmas 6 Camp Dahomey/militants</p> <p><u>Commune de Carrefour:</u> (Camp Ti Source et Camp Erable)</p> <p><u>Commune de Croix des Bouquets:</u> (Camp Village Nouvelle Vie)</p> <p><u>Commune de Croix des Bouquets :</u> Camp Corail-Cesselesse</p> <p><u>Cite Soleil :</u> (camp MICHIKO)</p> <p>(Attach a list of detailed service proposed)</p>	<b>1 unit</b>	
<b>5</b>	Oil based painting of the poles (color undetermined yet)	<b>190 units</b>	

	<b>TOTAL</b>		
--	--------------	--	--

**Delivery Schedule:**

Provide detailed and realistic delivery schedule in days/weeks following the below format:

	<b>Days/weeks</b>	<b>Quantity (units)</b>
Delivery to Port-au-Prince (Haiti) CPT from contract date		
<b><u>Installation in different locations in Haiti, Port au Prince and suburbs :</u></b>		
Commune de Pétiion ville: Morne Lazard (Quartier Morne Lazard)		
<u>Commune de Port-au-Prince:</u> Villa Rosa (quartier Canapé Vert)		
Morne Rosa (quartier Canapé vert)		
Bas Canapé Vert (quartier Canapé Vert)		
Bois Patate (Quartier Canapé vert)		
Jean-Baptiste (quartier Canapé Vert)		
<u>Commune de Delmas :</u> Delmas 6 Camp Dahomey/militants		
<u>Commune de Carrefour:</u> (Camp Ti Source et Camp Erable)		
<u>Commune de Croix des Bouquets:</u> (Camp Village Nouvelle Vie)		
<u>Commune de Croix des Bouquets :</u> Camp Corail-Cesselesse		
<u>Cite Soleil :</u> (camp MICHIKO)		
	<b>TOTAL</b>	<b>190</b>

**BIDDER'S SIGNATURE AND CONFIRMATION OF THE ITB**

PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNFPA **WITHIN THE REQUIRED BID VALIDITY PERIOD**, THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE.

*Exact name and address of company*

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

EMAIL ADDRESS OF CONTACT PERSON \_\_\_\_\_

OTHER EMAIL ADDRESSES \_\_\_\_\_

\_\_\_\_\_  
**AUTHORIZED SIGNATURE** **DATE**

\_\_\_\_\_  
NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT)

\_\_\_\_\_  
FUNCTIONAL TITLE OF SIGNATORY

\_\_\_\_\_  
**WEB SITE**

## 7. Joint Venture Partner Information Form

*[The bidder shall fill in this Form in accordance with the instructions indicated below.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: UNFPA/HTI/12/001

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[Insert bidder's legal name]</i>
2. JV's Party Legal Name: <i>[Insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[Insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[Insert JV's Part year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[Insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information  Name: <i>[Insert name of JV's Party authorized representative]</i> Address: <i>[Insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[Insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[Insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[Check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Instructions to Bidders Sub-Clauses 3.1 and 3.2.  <input type="checkbox"/> JV Agreement, or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties

## 8. Manufacturer's Authorization Form

*[The bidder shall require the manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]*

Date: *[insert date (as day, month and year) of bid submission]*

ITB No.: UNFPA/HTI/12/001

To: UNFPA, Haiti

### WHEREAS

We *[insert complete name of manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods]*, and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance for the goods, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**SECTION VI: Contract Forms**

### **1. Bank Guarantee for Advance Payment**

*No advance payment shall be made.*

### **2. Performance Security**

*No Performance Security shall be requested.*

### **3. Contract Forms**

The following sample contract forms are available on the [UNFPA procurement website](#):

- 1) Purchase Order
- 2) Contract for Professional Services
- 3) Long Term Agreement

-----