



UNHCR

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

INVITATION TO BID NO. 09/SMS/PCS/GEN/0001

FOR THE SUPPLY OF

PERKINS GENERATOR 350KVA (one unit)

CLOSING DATE AND TIME: 25 JUNE 2009 – 23.59 HRS CET

The Office of the United Nations High Commissioner for Refugees invites qualified suppliers to make a firm offer for the supply of one (1) unit of PERKINS generator 350KVA.

BID EVALUATION:

All bids will be evaluated based on the compliance with the established UNHCR specifications, cost, company profile and delivery capacity.

BIDDING INFORMATION:

- 1) Bidders are required to submit all their **enquiries in respect of this invitation to bid by e-mail to the responsible buyer on perecz@unhcr.org**. The closing date for submitting queries is **18 June 2009, 23:59 hrs CET**. All questions will be answered together at one time, shortly after the query closing date. UNHCR may, at its discretion, copy any reply to a particular question to all other invited bidders.
- 2) **IMPORTANT: Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer (supply assistant) will result in disqualification of the offer. Please send your offer directly to either the fax number or to the address provided in the “SUBMISSION OF BIDS” section of this ITB.**
- 3) **LANGUAGE:** Bids shall be prepared in English.
- 4) **INCOTERMS:** The International Chamber of Commerce Incoterms 2000 shall apply for this ITB and for any resulting purchase order(s).
- 5) **DELIVERY TERMS:** CPT N'DJAMENA, CHAD (sea and road transport)
- 6) **CURRENCY:** Your proposal must be prepared in a single currency, either in US Dollars or in any other. If you opt for the latter and for evaluation purposes only, your proposal will be converted into US Dollars using the United Nations rate of exchange in effect on the date submissions are due.
- 7) All bidders are requested to observe and comply with the guidelines of “Doing business with UNHCR” which is available on www.unhcr.ch/supply.

TECHNICAL SPECIFICATIONS:

For minimum technical requirements please refer to **ANNEX A**.

SUBMISSION OF BIDS:

Bids must be submitted either:

1) sent by post or by courier in a sealed envelope, addressed to:

ITB 09/SMS/PCS/GEN/0001

ATTN: MR. SOUM PHILIPPE-NICOLAS

UNHCR GLOBAL SERVICE CENTRE

IPLY U. 5./B,C,D

1133 BUDAPEST, HUNGARY

Offers submitted by post or courier service must be sealed in an outer and inner envelope as detailed below:

- a. the outer envelope should be marked and addressed as above
- b. the inside envelope shall indicate your company's name and address.

2) sent by fax, **VIA FAX NUMBER +36 1 450 5293 (main line)**
+36 1 239 4420 (secondary line)

3) sent by e-mail to **HQSMSBID@UNHCR.ORG** exclusively in **PDF format**
Please note that we cannot accept any other file format e.g. JPG, etc. If the size of your bid is too big to send in one e-mail, we kindly ask you to use WinZip for wrapping the documents.

IMPORTANT: Bids that are otherwise addressed and/or copied to other numbers or individuals will be marked invalid and not considered for evaluation.

All bids must be received latest by: 25 JUNE 2009 – 23:59 HRS CET.

LATE SUBMISSION OF BIDS: Bids received after the deadline for submission of bids and bids transmitted in any other manner than those indicated above will not be considered.

Please note that at peak periods the fax machine on this number may experience congestion. Offers should therefore be submitted in good time to be received by closing deadline.

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

BID ACCEPTANCE: UNHCR reserves the right to accept the whole or part of your bid. The lowest tender needs not be accepted. Information provided by the bidder will constitute the basis for eventual purchase order(s).

UNHCR may, at its discretion, extend the deadline for the submission of proposals, 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.

BID VALIDITY: You are requested to hold your proposal valid for 60 days from the deadline for submission. UNHCR will make its best effort to select a firm within this period.

PAYMENT:

PAYMENT: Payment will be made within 30 days of receipt in Budapest of complete documents in good order. UNHCR does not undertake to pay by letters of credit or in advance of delivery.

CURRENCY OF PAYMENT: Payment will be made in the currency in which the purchase order is issued.

ENVIRONMENTAL POLICY:

UNHCR's policy is to purchase products and services which have the least negative impact on the environment. Environmental considerations covering manufacture, transport, packaging, use and disposal of goods form part of UNHCR's evaluation and selection criteria.

UNHCR GENERAL CONDITIONS FOR THE SUPPLY OF GOODS (DECEMBER 2003):

Please note that these terms and conditions (**ANNEX B**) will be strictly adhered to for the purpose of any future contract.

YOUR OFFER

The price component must cover the products offered and itemize, among other, the following:

- 1) unit cost of the generator (FCA);
- 2) cost of automatic changeover switch;
- 3) cost of 2000 hrs spare part kit;
- 4) cost of 50m cable;
- 5) packaging cost per unit – if applicable;
- 6) transport cost to CPT N'Djamena, Chad;
- 7) type of container in which the generator can be loaded;
- 8) delivery lead-time from receipt of PO, including transit time to N'djamena, Chad;
- 9) validity of your offer;
- 10) origin of the generator.

Yours sincerely,

Goran Stojanovski
Head of Technical Unit
Procurement and Contracts Section
Supply Management Service

MINIMUM TECHNICAL REQUIREMENTS

The generator offered should comply with the extent possible (determined by the manufacturer's and industry standards, as well as the generator's power rating) to the following general specifications:

- **Engine:** PERKINS;
- **Capacity:** 350 KVA;
- **Voltage:** 3 phase 380/220V;
- **Frequency:** 50HZ; 1500 RPM
- Supplied with
 - 1) **automatic changeover switch,**
 - 2) **50m cable,**
 - 3) **fast moving spare parts kit (2000 hrs),**
 - 4) **sound-proof canopy.**
- **Electrical System:** 12 volt DC;
- **IMPORTANT:** The generator shall be able to operate in very high heat conditions (50 to 60 degrees).
- **Engine Filtration System:** Dry air filters and cartridge type fuel filters and full flow lube oil filters. All filters to have replaceable elements.
- **Alternator:** Screen protected and drip proof, self exciting, self regulating brushless alternator with fully interconnected damper windings, cooling system and sealed-for-life bearings.
- **Insulation System:** All windings to be impregnated in a triple dip thermo-setting moisture, oil and acid resisting polyester or vacuum impregnated with a special polyester resin. Heavy coat of anti-tracking varnish for additional protection against moisture or condensation.
- **Automatic Voltage Regulator:** Fully sealed automatic voltage regulator maintains the voltage within the limits of 1.5% from no load to full load including cold to hot variations at any power factor between 0.8 lagging and unity and inclusive of a speed variation of 4.0%. Nominal adjustment is by means of a trimmer incorporated in the AVR.
- **Control System:** Base frame mounted manually operated control panel of fabricated sheet steel construction with a hinged lockable door. The control panel to be isolated from vibration and comprised of the following instrumentation and controls:- Oil pressure gauge, water temperature gauge, battery charge ammeter, voltmeter and selector switch, ammeter and selector switch, frequency meter and hours counter. A key start control module and emergency stop button to be fitted as standard.
- **Shutdown Protection Devices with Indicators for:** High coolant temperature and low oil pressure.
- **Fuel System:** The base frame design to incorporate an integral fuel tank with a capacity of approx. 8 hours. The tank to be supplied complete with level indicator, fuel fill cap, bosses for vent, drain and remote fuel tank connections and fuel feed and return lines to engine.
- **Cooling Radiator:** Radiator and cooling fan complete with protection guards, designed to cool the engine at specified output, in air-on temperatures up to 50°C (122°F). Coolant drain valve fitted as standard.
- **Exhaust system:** Heavy duty industrial capacity exhaust silencer. Stainless steel exhaust bellows.
- **Starting system:** 12 volt system with battery charging alternator, axial type starter motor, high capacity maintenance free lead acid starting battery, battery

rack mounted on the generator set base frame and heavy duty interconnecting cables with terminations.

Mounting arrangement:

Base frame: The complete generator set to be mounted as a whole on a heavy duty fabricated, welded steel base frame. The base frame to incorporate specially designed lifting eyes and apertures for either slings or fork-lift operation.

Coupling: The engine and alternator to be directly coupled so that there is no possibility of misalignment after prolonged use. The engine flywheel to be flexibly coupled to the alternator rotor and a full torsional analysis to be carried out to guarantee no harmful vibration will occur in the assembly.

Anti-Vibration Mounts: Anti-vibration mounts to be fixed between engine/alternator feet and the base frame, ensuring complete vibration isolation of the rotating assemblies.

Safety Guards: The fan, fan drive and battery charging alternator drive to be fully guarded for personnel protection. Guard to protect the radiator core from accidental damage.

- **Canopy:** Entire unit shall be enclosed in a steel, sound and weather-proof canopy for outdoor use. The canopy should be supplied with lockable door and window to view control panel. The canopy should be in white color clearly marked with "UNHCR" logo in blue letters and underneath the logo the words: The UN Refugee Agency. Minimum height of the letters to be 200 mm. The letters to be proportional to the actual size of the canopy to ensure maximum visibility. Weight of the entire unit to be marked on the canopy together with PO number. Inside canopy door, a label should be affixed giving generator power (KVA), weight, dimensions, engine number, serial number, year of manufacture and manufacturer's name, address and contact numbers.
- **Spare parts:** Complete list of spare parts for 2000 hours continuous use to be included and tool kit for maintenance.
- **Documentation:** A full set of operation and maintenance manuals and circuit wiring diagrams to be supplied with each generator set.
- **Factory Tests:** The generator set to be load tested before dispatch. All protective devices, control functions to be simulated and the generator and its systems checked, proved and then passed for dispatch. A test certificate to be provided as standard.

General Conditions for the Purchase of Goods (December 2003 version)

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and Obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order including these General Conditions. No additional or inconsistent provision proposed by the Supplier shall bind UNHCR unless agreed to in writing by a duly authorized UNHCR official.

2. LEGAL STATUS

The Supplier shall be considered as having the legal status of an independent contractor vis-à-vis UNHCR. The Supplier, its personnel and sub-contractors shall not be considered in any respect as being the employees of UNHCR. The Supplier shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

3. SOURCE OF INSTRUCTIONS

The Supplier shall neither seek nor accept instructions from any authority external to UNHCR in connection with the performance under this Contract. The Supplier shall refrain from any action which may adversely affect UNHCR and shall fulfill its commitments with the fullest regard to the interests of UNHCR.

4. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO UNHCR

The Supplier warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on UNHCR and/or the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNHCR to ensure the protection of refugees and other persons of concern to UNHCR. The Supplier hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to UNHCR. The failure of the Supplier to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle UNHCR to terminate this Purchase Order immediately upon notice to the Supplier, at no cost to UNHCR.

5. ANTI-PERSONNEL MINES

The Supplier guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle UNHCR to terminate this Purchase Order immediately upon notice to the Supplier, at no cost to UNHCR.

6. CHILD LABOUR

The Supplier represents and warrants that neither it, nor any of its suppliers, is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, required that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle UNHCR to terminate this Purchase Order immediately upon notice to the Supplier, at no cost to UNHCR.

7. SUB-CONTRACTING

In the event the Supplier requires the services of a sub-contractor, the Supplier shall obtain the prior written approval of UNHCR for all sub-contractors. The Supplier shall be fully responsible for all work and services performed by its sub-contractors and suppliers, and for all acts and/or omissions of such sub-contractors and suppliers and their personnel. The approval of UNHCR of a sub-contractor shall not relieve the Supplier of any of its obligations under this Purchase Order. The terms of any sub-contract shall be subject to and conform with the provisions of this Purchase Order.

8. ASSIGNMENTS

The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order or any part thereof or of any of the Supplier's rights, claims or obligations under this Purchase Order except with the prior written consent of UNHCR.

9. OFFICIALS NOT TO BENEFIT

The Supplier represents and warrants that no official of UNHCR has been, or shall be, offered by the Supplier any direct or indirect benefit arising from this Purchase Order or the award thereof. The Supplier agrees that breach of this provision is breach of an essential term of this Purchase Order.

10. ENCUMBRANCES/LIENS

The Supplier shall not cause or permit any lien, attachment or other encumbrance by any person or entity to be placed or to remain in any public office or with UNHCR against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Supplier.

11. EXPORT LICENCE

The Purchase Order is subject to the obtaining of any export license or other governmental authorization that may be required. It shall be the responsibility of the Supplier to obtain such license or authorization. Should the Supplier encounter difficulties in obtaining the required export license or governmental authorization, it shall immediately bring this to the attention of UNHCR. UNHCR will, at its discretion, use its best endeavors to assist.

12. WARRANTY

The Supplier warrants the goods, including the packaging, furnished under this Purchase Order conforms to the specifications of the Purchase Order and is free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the Supplier provides to purchasers. Such guarantees shall apply to the goods subject to this Purchase Order.

13. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 percent of the Purchase Order value per day or part thereof. The assessment will not exceed 10 percent of the Purchase Order value. UNHCR has the right to deduct this amount from the Supplier's outstanding invoices, if any. This remedy is without prejudice to any others that may be available to UNHCR, including cancellation, for the Supplier's non-performance, breach and/or violation of any term or condition of the Purchase Order. Acceptance of goods delivered late shall not be deemed a waiver of UNHCR's rights to hold the Supplier liable for any loss and/or damage resulted therefrom, nor shall it act as a modification of the Supplier's obligation to make future deliveries in accordance with the delivery schedule.

14. REJECTION

Under the Purchase Order, UNHCR shall have the right to reject the goods or any part thereof if they do not conform to specifications.

15. INSPECTION

UNHCR or its duly accredited representatives shall have the right to inspect the goods ordered for under this Purchase Order at Supplier's stores, during manufacture, in the ports or places of shipment, and the Supplier shall provide all facilities for such inspection. UNHCR may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of UNHCR or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Purchase Order concerning obligations subscribed by the Supplier, such as warranty or specifications. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

16. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNHCR of the goods sold under this Purchase order does not infringe on any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNHCR and the United Nations harmless from any actions or claims brought against UNHCR and/or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

17. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNHCR shall rest with UNHCR and any such equipment shall be returned to the UNHCR at the conclusion of this Contract or when no longer needed by the Supplier. Such equipment, when returned to UNHCR, shall be in the same condition as when delivered to the Supplier, subject to normal wear and tear. The Supplier shall be liable to compensate UNHCR for equipment determined to be damaged or degraded beyond normal wear and tear.

18. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNHCR OR THE UNITED NATIONS

Unless authorized in writing by UNHCR, the Supplier shall not advertise or otherwise make public the fact that it is a Supplier to UNHCR and/or the United Nations, or use in any manner whatsoever the name, emblem or official seal of UNHCR and/or the United Nations or any abbreviation of the name of UNHCR and/or United Nations for in connection with its business or otherwise.

19. PRIVILEGES AND IMMUNITIES

Nothing contained in this Purchase Order shall be deemed a waiver, express or implied, of any privilege or immunity which UNHCR may enjoy, whether pursuant to the Convention on the Privileges and Immunities of the United Nations, or any other convention or agreement.

20. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, of which UNHCR is an integral part, is exempt from all direct taxes, except charges for public

utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNHCR exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNHCR to determine a mutually acceptable procedure. Accordingly, the Supplier authorizes UNHCR to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNHCR before the payment thereof and UNHCR has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNHCR with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

21. PRIOR NEGOTIATIONS SUPERSEDED BY PURCHASE ORDER

This Purchase Order supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Purchase Order.

22. OVERRIDING CLAUSE

In the event of any conflict or inconsistencies between these –General Terms and Conditions for Goods or any other document which forms part of the Purchase Order these Conditions shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Conditions) as provided for herein.

23. AUTHORITY TO MODIFY

Pursuant to the Financial Regulations and Rules of the United Nations, only the Head of Supply Management Service possesses the authority to agree on behalf of UNHCR to any modification of or change in this Purchase Order, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Supplier. Accordingly, no modification or change in this Purchase Order shall be valid and enforceable against UNHCR unless provided by an amendment to this Purchase Order signed by the Supplier and the Head of the Supply Management Service.

24. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Supplier shall give notice and full particulars in writing to UNHCR, of such occurrence or change if the Supplier is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Purchase Order. The Supplier shall also notify UNHCR of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Purchase Order. On receipt of the notice required under this Article, UNHCR shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Supplier of a reasonable extension of time in which to perform its obligations under this Purchase Order.

If the Supplier is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Purchase Order, UNHCR shall have the right to suspend or terminate this Purchase Order on the same terms and conditions as are provided for in Article 26, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

Force majeure as used in this provision means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force. Notwithstanding anything to the contrary in this Purchase Order, the Supplier recognizes that the work and services will be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in and of itself, constitute force majeure under this Purchase Order.

25. DISPUTES – ARBITRATION

Amicable Settlement The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Purchase Order or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Arbitration Any dispute, controversy or claim between the Parties arising out of this Purchase Order or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Geneva.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Purchase Order, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

26. TERMINATION OF PURCHASE ORDER

In the case of failure by the Supplier to fulfill its obligations under the terms and conditions of this Purchase Order including but not limited to failure to obtain necessary export licenses, or failure or refusal to make delivery of all or part of the goods by the agreed delivery date or dates, UNHCR may, after giving the Supplier reasonable notice to perform without prejudice to any other rights or remedies, exercise on or more of the following rights:

Procure all or part of the goods from other sources, in which event UNHCR may hold the Supplier responsible for any excess cost occasioned thereby,

Refuse to accept delivery of all or part of the goods,

Cancel this Purchase Order without any liability for termination charges or any other liability of any kind to UNHCR.

UNHCR may terminate forthwith this Purchase Order at any time should the mandate or the funding of UNHCR be curtailed or terminated, in which case the Supplier shall be reimbursed by UNHCR for all reasonable costs incurred by the Supplier prior to receipt of the notice of termination.

27. INSOLVENCY AND BANKRUPTCY

Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNHCR may, without prejudice to any other rights and remedies, terminate this Purchase Order by giving the Supplier written notice of termination. Should the Supplier be adjudged bankrupt, or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, UNHCR may under the terms of this Purchase Order, terminate this Purchase Order forthwith by giving the Supplier written notice of termination.

28. PAYMENT INSTRUCTIONS

UNHCR shall, on the fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment by bank transfer within thirty days of receipt of the Suppliers invoice for the goods and copies of any other documentation specified in the Purchase Order. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms. The prices shown in this Purchase Order may not be increased except by express written agreement of UNHCR.

Documents are to be sent to the address indicated in the Purchase Order.