

DATE: 03/05/2022

REQUEST FOR PROPOSAL No. PAKIS/RFP/23/014

ESTABLISHMENT OF THREE YEARS (2+1) FRAME AGREEMENT FOR SUPPLY AND DELIVERY OF PORTABLE SOLAR KITS IN PAKISTAN

CLOSING DATE AND TIME: 05/06/2023 – 12:59 hrs. PST

INTRODUCTION TO UNHCR

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

In more than six decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 6,600 people in more than 110 countries continues to help about 34 million persons. To help and protect some of the world's most vulnerable people in so many places and types of environments, UNHCR must purchase goods and services worldwide. For further information on UNHCR, its mandate and operations, please see http://www.unhcr.org.

1. OBJECTIVES & REQUIREMENTS

The Office of the United Nations High Commissioner for Refugees (UNHCR) Office in Pakistan invites only qualified international manufacturers having authorized dealers / sole distributors in Pakistan to make a firm offer for the establish of frame agreement for the supply & delivery of Portable Solar kits to UNHCR-Pakistan.

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

The objective of this project is to provide clean energy access at household level to refugees to address their long-term renewable energy requirements in their communities in a sustainable manner. This RFP seeks to identify a vendor to carry out supply and delivery of solar portable kits in line with the details provided in this document and its annexes.

IMPORTANT:

Exact technical specifications of items and Terms of Reference (TORs) are detailed in Annex-A1 & A2 of this document.

The estimated annual quantities/requirement of UNHCR are specified as under.

Item Description	Quantity
Estimated Quantity-2023	35,000 Kits
Overall Estimated three (3) years Quantity (2023-2025)	120,000 Kits

Please note that figures have been stated in order to enable bidders to have an indication of the projected requirements. It does not represent a commitment that UNHCR will require the totality of the above quantity. Quantities may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders.

Other United Nations Agencies, Funds and Programme shall also be entitled to the same prices and terms as those contained in the offers of the successful bidders within validity period or the successful bidder upon inquiry may extend the validity period and could form the basis for a Purchase Order with other UN Agencies.

IMPORTANT:

When a Frame Agreement is awarded, either party can terminate the agreement only upon 30 days' notice, in writing to the other party.

The initiation of conciliation or arbitral proceedings in accordance with **article 19** "settlement of disputes" of the UNHCR General Conditions of Contracts for provision of Goods and Services shall not be deemed to be a "cause" for or otherwise to be in itself a termination clause.

It is strongly recommended that this Request for Proposal document and its annexes be read thoroughly. Failure to observe the procedures laid out herein may result in disqualification from the evaluation process.

QUALITY CONTROL THROUGHOUT THE CONTRACT PERIOD:

UNHCR will carry random quality inspections, including specific selected criteria for laboratory test to products or items selected by UNHCR or by an independent surveyor appointed by UNHCR from samples selected during production, upon departure, loading, unloading, arrival to destination or from any storage location. The cost of the quality control inspections and laboratory tests will be covered by UNHCR.

In cases of supplier's quality default, in addition to the good's PO penalty clauses, the inspection and laboratory cost will be charged to the supplier.

Sub-Contracting: Please take careful note of article 4 of the attached General Terms and Conditions (Annex E).

• Manufacturer and its Representation in Pakistan

Given the nature and scope of the project, the frame agreement will be made directly with manufacturer only. The manufacturer must have their office(s)/representative(s)/authorized dealer(s) in Pakistan.

The manufacturer and representative shall be preferably the same entity. In case, these are two different entities, there must be a legal document submitted to UNHCR clearly stating the relationship between two entities and roles and responsibilities of the two entities covering scope of this project.

- a) The manufacturer will be responsible for manufacturing/providing the portable solar kits. Contracts will be awarded to the successful manufacturer.
- b) The specified representative(s) will be responsible for warranty claims, after sale services, training, and local coordination.

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

2. BIDDING INFORMATION:

2.1. RFP DOCUMENTS

The following annexes form integral part of this Invitation to Bid:

Annex A1: Terms of Reference (TORs)

Annex A2: Technical Specifications of Portable Solar Kits

Annex B: Technical Offer Form
Annex C: Financial Offer Form
Vendor Registration Form

Annex E: UNHCR General Conditions of Contracts for the Provision of Goods & Services – 2018

Annex F: UN Suppliers Code of Conduct Annex G: eTenderBox Registration Guide Annex H: eTenderBox Supplier User Manual Please note that submitting an offer is deemed as full acceptance of UNHCR's General Conditions of contract for Goods & Services and UN supplier code of conduct. Signed copies of Annexes E & F are not required at this stage.

2.2 ACKNOWLEDGMENT

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

- Your confirmation of receipt of this RFP;
- Whether or not you will be submitting a bid;
- The source where you have acquired this tender document (e.g., E-Mail, Chamber of Commerce, UNGM website, printed media etc.

2.3 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification in respect of this RFP by e-mail to PAKISSC@unhcr.org The deadline for receipt of questions is 17:00 hrs. PST on 18th May 2023.

IMPORTANT:

Please note that Bid Submissions are **not** to be sent to the e-mail addresses above. Failure to comply with this provision may result in disqualification.

UNHCR will compile all questions / queries received and reply to the questions received as soon as possible by means of publication on its website https://unhcrpk.org and on UNGM **OR** by email to all interested bidders.

2.4 YOUR OFFER

Your offer shall be prepared in **English**.

Please submit your offer using the Annexes provided. Offers not conforming to the requested formats may be not taken into consideration.

Bidders are required to quote for all items of the portable solar kit, and bids will only be accepted for a complete kit. Therefore, partial and incomplete bids for any individual item will not be accepted.

IMPORTANT:

Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer or any other UNHCR staff other than the submission e-mail address will result in disqualification of the offer. Please send your bid directly and only to the address provided in the "Submission of Bid" section 2.6) of this RFP.

Your offer shall comprise the following two sets of documents:

- Technical offer
- Financial offer

2.4.1 Content of the TECHNICAL OFFER

IMPORTANT:

No pricing information should be included in the Technical offer. Failure to comply may risk disqualification. The technical offer should contain all information required.

The technical details of the products requested by UNHCR can be found in Annex-A2.

Your technical offer should clearly state whether or not the goods you are offering are fully conforming to the product specifications given. Clearly state and disclose any discrepancies with the specifications given.

The technical offer shall include the information requested in the Technical Offer Form. Please clearly state if your offered goods conform to the UNHCR technical specifications and requirements using **Annex B** – **Technical Offer Form**. Please fill out Annex-B with complete information regarding your offer for respective item(s), and it is **mandatory** to provide brands/pictures/Brochures of the offered item(s) to enable the technical evaluation committee to evaluate your technical offers correctly. Failure to provide filled/complete Annex-B in your technical offer may lead to "technical disqualification".

The following details which comprise part of the Eligibility and Qualification Criteria should be provided in the Technical Part of your Offer.

<u>Manufacturer's Profile:</u> Manufacturer detailed profile including company's website, national/international registrations, manufacturing capacity and details, quality management and assurance, head offices and country offices worldwide, business portfolio and organizational structure. Any other relevant document(s), which can be helpful in evaluation shall also be provided.

For a multi-location manufacturer, please specify the location of the company's headquarters, and the branches that will be involved in the project work with founding dates.

<u>Pakistani Representative's Profile:</u> Legal document clearly showing the relationship between manufacturer and local representative(s). Manufacturer and local representative shall be preferably the same entity but not necessarily. Similar ongoing/completed (solar) energy projects within Pakistan; especially based on portable solar kits, clientele within Pakistan. NTN, SECP, PEC, AEDB registration and/or quality certification. Organizational structure and capacity to deliver the training of trainers. Any other relevant document(s), which can be helpful in evaluation shall also be provided.

<u>Financial Capacity:</u> Your technical offer should include the Audited financial reports of the last three (3) years i.e., 2020-2021-2022 OR 2019-2020-2021.

Relevant Experience: Provide details of ongoing or completed <u>similar kind of projects</u> i.e., supply/ installation of solar portable kits in the last three (3) years.

Bidder has to provide copies of Purchase Orders (POs), Contracts, Agreements, or work orders etc. (showing duration, value, organization or firm name and contact details of the organization/s). All such documents should bear the name of the Bidder as vendor/ supplier.

Quality Assurance Certifications: Provide copies of the following certificates.

- VeraSol
- Waltek
- ISO14001
- ISO9001
- ISO18001 or 45001

<u>Incoterms:</u> The International Chamber of Commerce Incoterms 2010 shall apply for this RFP and for any resulting purchase orders(s). It shall be DAP - Delivered at Place, at mentioned location(s) as indicated in <u>Annex C – Financial Offer Form</u> annexed to this RFP. Potential supplier shall be responsible and shall cover all risks up to delivery locations mentioned in Annex-C.

<u>Packaging of the Kit:</u> Packaging specifications are defined in Annex-A1 (ToRs), please refer for the complete information. The packing shall mark the Purchase Order number and any other identification information provided by UNHCR necessary for the correct handling and safe delivery of the goods.

<u>Delivery Capacity:</u> The bidder shall state the mobilization time, ex-stock quantity and quantities available after one and two weeks of production lead time. Bidder must be able to initiate delivery within 60 calendar days of issuance of the purchase order by UNHCR.

<u>Inspection:</u> Pre-delivery inspection of goods will be applicable and will be advised at the time of purchase. The inspection will be arranged and paid for by UNHCR. Please note that inspection charges resulting from the supplier's default will be charged directly to the supplier. UNHCR shall also have a reasonable time after

delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the required specifications; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods.

<u>Place of Inspection:</u> The bidder shall state the place of pre-delivery inspection (City, Country), either at manufacturing or storage site.

Replacement of Defected/Broken Items: The bid shall mention the acceptance to replace the damaged/defected/broken items at site during inspection of deliveries. Clearly mention in <u>Annex B – Technical</u> Offer Form.

<u>Vendor Registration Form:</u> If your company is not registered with UNHCR or has not received a valid Purchase Order for the past two (2) years, you should complete, sign and submit with your technical offer the Vendor Registration Form (Annex-D).

<u>UNHCR General Conditions for Provision of Goods & Services:</u> Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Goods by confirming in the **Annex-B.**

<u>UN Supplier's Code of Conduct:</u> Your technical offer should contain your acknowledgement for adherence of the UN Supplier's code of conduct by confirming in **Annex-B**.

<u>Alternative Products:</u> If you have an alternative product(s) that fulfill the same function or offer better performance in terms of quality, cost-effectiveness, environmental impact, etc., we would like to ask you to include them in your offer in addition to the offer for items specified in Annex B.

Please note, that if these alternative products are deemed as viable alternative to the existing product pending an evaluation from our technical experts, we will be issuing a separate tender notice for purposes of establishing agreements for those.

2.4.3 Content of the FINANCIAL OFFER

Your **separate** Financial Offer is to be submitted as per the Financial Offer Form (**Annex-C**) and must contain an overall offer for all listed items in <u>USD</u>.

The following details shall be provided for each item:

Unit costs: Your quote shall have:

The unit price must be inclusive of all charges including transportation up to the delivery addresses, i.e., UNHCR warehouses in Islamabad, Peshawar and Quetta.

UNHCR is exempt from all direct taxes and customs duties. Therefore, prices should be exclusive of custom duties and taxes. UNHCR will be responsible for clearance of the shipment at Port of entry. Detailed shipping instructions are defined in Annex-A1 (TORs).

You are requested to hold your offer valid for 180 calendar days from the deadline for submission. UNHCR will make its best effort to select a company within this period. In exceptional circumstances, prior to the expiration of the Bid validity period, UNHCR may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

UNHCR's standard payment terms are within 30 days after satisfactory delivery/ implementation of the ordered goods/services and receipt of documents in order.

The cost of preparing a bid, submission of sample including any related travel, is not reimbursable nor can it be included as a direct cost of the goods.

BID EVALUATION:

2.5.1 Supplier Registration:

The qualified suppliers will be added to the Vendor Database after investigation of suitability based on the submitted Vendor Registration Form and supporting documents. The investigation involves consideration of several factors such as:

- Financial standing;
- Core business;
- Track record;
- Contract capacity

This will be followed later by performance evaluation as a supplier such as:

- Random / periodic testing of the supplier's products;
- Ability to respond quickly to Agency's needs;
- Timely delivery;
- Dependability of products and services;
- Lead time for delivery.

2.5.2 Technical evaluation:

Technical proposals will be evaluated in two stages as under. The bidder has to qualify in Stage-1 to be able for further technical evaluation (Stage-2).

Stage-1: Administrate / Eligibility Criteria

The administrative / eligibility component of the submission will be assessed using the below criteria. This component of the submission will be reviewed by the technical evaluation committee together with the technical component of the submission. Therefore, the bidders shall include in their technical offer enough relevant documents to satisfy the below administrative criteria.

Sr.	Administrative Criteria	Yes / No		
1.	Manufacturer The bidder is a manufacturer of the portable solar kit. Profile with details submitted as per Section 2.4.1			
2.	Local Representation / Authorized Dealer The bidder has a local representation / authorized dealer/s in Pakistan. Profile with details submitted as per Section 2.4.1			
3.	ISO 9001 Certification Manufacturer has a valid ISO9001 certificate.			
4.	Technical Specifications (Annex-A2) Specifications for Solar Portable Kits meet the requirements. All technical specifications and literature related to kits and their components are in compliance with the requirements mentioned in Annex – Al for Overall kit – Portable solar kit Solar panel Distribution Box/Main Unit Battery Lighting – LED bulbs Pedestal Fan			
5.	TORs Compliance Provided acceptance for the compliance with requirements stated in TORs (Annex-A1) by confirming in Annex-B of this RFP.	Yes / No		

Stage-2: Technical Criteria

The technical component of the submission will be evaluated using the below mentioned Score for each criterion. Technical evaluation will be subject to the minimum passing scores for each criterion and in totality, if a bid does not meet these minimums (of each criterion) and the overall minimum total <u>35 POINTS</u>, it will be deemed technically non-compliant and will not considered for financial evaluation.

		echnical Criteria			Score
	Manufacturer Profile (10-Score)				
	Manufacturer's detailed profile including company's <u>website</u> , national/international <u>registrations</u> , <u>manufacturing capacity and details</u> , <u>quality management</u> and assurance, head offices and country offices worldwide, <u>business portfolio</u> and organizational structure. Any other relevant document(s), which can be helpful in evaluation shall also be provided.				
	• (2-Points for each above underlined information)				
	Local Representative / Authorized Dealer Profile (5-Score)				
1	Legal document clearly showing the relationship between manufacturer and local				1.5
1.	representative(s). Manufacturer and local representative shall be preferably the same entity				15
	but not necessarily. Similar ongoing/completed (solar) energy projects within Pakistan;				
	especially based on portable solar kits,				
	registration and/or quality certification			-	
	the training of trainers. Any other relev	vant document(s), w	thich can be helpful i	n evaluation	
	shall also be provided.	1:			
	• (2-Points for each above unde	· ·			
		(Minimu	m 05-Points requir	ed out of 15)	
	Financial Capacity (15-Score)	a last three Fiscal x	zaars 2010 2020 20	20 2021 and	
	Audited Financial Statements for the last three Fiscal years 2019-2020, 2020-2021 and 2021-2022 OR three Calendar Years 2019, 2020, and 2021.				
					15
2.	For each year, if annual turnover is:				13
	 Less than \$ 25 million = 0 Points \$ 25 million and above = 5 Points 				
	(Minimum 05-points required)				
	Relevant Experience (25-Score)				
	Details of the ongoing or completed projects i.e., supply of portable solar kits in the last				
	three years. Provide copies of Purchase Orders (POs), Contracts, Agreements, or work orders etc. (showing duration, value, organization, or firm name and contact details of the				
	organization/s). Additional points will be awarded as per the following table if the kits are				
	exclusively being supplied in Pakistan.				
3.	Kits supplied	Globally	Exclusively		25
J.	Kits supplied	Globally	for Pakistan		23
	Less than 30,000	0	Add 0		
	30,000 to 60,000	5	Add 2		
	60,000 to 100,000	10	Add 5		
	100,000 and above	15	Add 10		
	(Minimum 05-points required)				
	Quality Assurance Certifications (15-Score) Please provide verifiable copies of the following certifications for both the product family				
	and the organization (as applicable).				
4					15
4.	• If the product family (solar kit) offered is VeraSol certified = 7 points				13
	 If the product family (solar kit) offered is Waltek certified = 4 points ISO 18001 or ISO 45001 / CQC/CQM- 18001/45001 or any other internationally 				
	recognized Equivalent = 2 points				

	(Minimum 04-Points required)	70
	• ISO 14001/ CQC/CQM- 14001 or any other internationally recognized Equivalent = 2 point	

2.5.3 Financial evaluation:

The Financial offer will use the following percentage distribution:

30 % from the total score. This will be added to the points scored in technical evaluation. The financial component will be analyzed only for those suppliers that pass the technical evaluation.

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

Total Scoring: 70% technical Score + 30% Financial Score

The frame agreement/s will be awarded based on the highest score obtained as a result of the combined evaluation as mentioned above.

UN Global Compact and other factors: UNHCR supports the UN Global Compact Initiative put forward on 31 January 1999 by UN Secretary-General Kofi Annan that would bring companies together with UN agencies, labor and civil society to support ten principles in the areas of the human rights, labour, environment and anticorruption. We encourage our suppliers to sign up with the UN Global Compact Initiative.

2.6 SUBMISSION OF BID:

Bids should be submitted by file upload to eTenderBox, the online bid registration tool ofUNHCR. The eTenderBox can be accessed via the following URL:

http://etenderbox.unhcr.org

In order to use eTenderBox, registration on the website is required. This registration is exclusively for eTenderBox and does not replace any other registration with UNHCR.

A supplier should have only one registered email account in the system. The supplier must use only that eTenderBox account for managing its offers to UNHCR.

In case the password is forgotten that account cannot be used anymore, and new registration is required. The eTenderBox Registration Guide and Use Manual are available at the above URL and provided as annexes to this RFP.

IMPORTANT:

The technical offer and financial offer are to be sent in separate documents. Failure to do so mayresult in disqualification.

Allowed extension for files to upload are .doc, .docx, .xls, .xlsx, .rtf, .png, .jpg, .jpeg, .pdf, .txt, .zip, .ppt, .pptx, .mbp, .rar, .gif, .tif and .tiff. Executable files (.exe, .bat, .cmd, etc.) should not be uploaded. The maximum size limit per file is 10MB.

Uploaded files can be amended by the Supplier while the tender is open. The selected files for upload are submitted when the 'Save & Submit' button is clicked on. Therefore, this button must be clicked before the deadline expires. If done so, the selected files will be submitted and uploaded successfully even if the deadline expires during the file upload. It is the Supplier's responsibility to ensure that all files of the final offer are submitted by the tender expiration deadline.

Once the deadline for submission is expired, the bid will be automatically closed after which the uploaded

files can be reviewed but options for additional upload and deletion of previously uploaded files are not available anymore. To ensure the safe submission of the full and final offer, it is recommended to have all files uploaded well before the tender deadline.

Deadline: 05-June-2023, 12:59 hrs. PST

IMPORTANT:

Any bid received after this date or sent to another UNHCR address may be rejected. UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying on UNHCR Pakistan website and on UNGM.

It is supplier's responsibility to verify that documents and correspondence have been submitted properly before the deadline.

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

IMPORTANT:

The Financial offer will only be opened for evaluation if the supplier's technical part of the offer has passed the test and has been accepted by UNHCR as meeting the technical specifications.

Should you have any technical queries/issues regarding eTenderBox, please check the FAQ section of the Supplier User Manual (also available in the application) as it may provide the answer/solution to your query. In case you did not find the answer, you were looking for, please send an email to the following helpdesk email address: rbapsupply@unhcr.org. Also, in order to minimize any issues at the submission of your offer in eTenderBox, please carefully read and adhere to the instructions on offer submission (allowed file extensions, size limit per file).

2.7 BID ACCEPTANCE:

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

UNHCR may at its discretion increase or decrease the proposed content when awarding the contract and would not expect a significant variation of the rate submitted. Any such increase or decrease in the contract duration would be negotiated with the successful bidder as part of the finalization of the Purchase Orders for Goods.

UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective suppliers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by UNHCR at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that UNHCR is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract will be awarded to the bid considered most responsive to the needs, as well as conforming to UNHCR's general principles, including economy and efficiency and best value for money.

2.8 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

Any Purchase Order (PO) issued as a result of this RFP will be made in USD currency. Payment will be made in accordance to the General Conditions for the Purchase of Goods and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR business owner.

2.9 <u>UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS & SERVICES</u>

Please note that the General Conditions of Contracts (Annex-E) will be strictly adhered to for the purpose of any future contract.

Prosper Dunia Mumanya Senior Supply Officer UNHCR-Islamabad, Pakistan