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**PROCURING ENTITY: UNITED PURPOSE**

**PROCUREMENT FOR LEAN PROJECT**

**PROCUREMENT OF**

**SUPPLY, INSTALLATION, COMMISSIONING, TRAINING AND HANDOVER OF 14 SOLAR SYSTEMS IN THREE DISTRICTS OF CHT**

**OPEN TENDER METHOD (OTM)**

Tender Reference: OTM-UPB-LEAN-FY23-34

Publishing Date: 01 November 2023

Query Submission: 05 November 2023 by 5 PM

Submission: 10 November 2023 by 12 PM

Opening: 10 November 2023 by 12:15 PM

**LETTER OF INVITATION**

Date: 01 November 2023

**SUPPLY, INSTALLATION, COMMISSIONING, TRAINING AND HANDOVER OF 14 SOLAR SYSTEMS IN THREE DISTRICTS OF CHT**

Dear Concern,

On behalf of Leadership to Ensure Adequate Nutrition (LEAN) project, funded by EU, United Purpose hereby invites you to submit tender in response to this tender document. This tender document includes the following documents:

* Letter of Invitation
* Tender Data Sheet
* Specifications of the Goods and Services Required along with Price Schedule (Annex 1)
* General Terms and Conditions (Annex-2)

Your offer, comprising of following documents stated in this tender, should be submitted in accordance with the Annex 1:

* A cover letter in official pad
* Scanned copy of duly filled, signed and company stamped Technical Specifications of the Goods and Services Required along with Price Schedule (Annex 1)
* Valid Trade License
* VAT registration Certificate
* TAX registration certificate
* Updated TAX return certificate (50% TAX rate will be higher in case of failure to submit TAX return certificate with bill)
* Bank Solvency Certificate

**Tender submission methods:** Tender may be submitted in one of the following methods within deadline:

1. **Online through email:** upb.procurement@united-purpose.org
2. **Physical visit:** Sealed tender may be dropped in the tender box kept at United Purpose, Floor 3, House 26, Road 28, Block K, Banani, Dhaka 1213, Bangladesh.

**Query submission:** If there are any queries, that must be submitted online by 05 November 2023, 5 PM at upb.procurement@united-purpose.org

**Bid submission deadline**: 10 November 2023 by 12 PM.

**Bid opening:** Bids will be opened on 10 November 2023 at 12: 15 PM.

United Purpose looks forward to receiving your tender and thanks you in advance for your interest in procurement opportunities.

Please note that United Purpose implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, money laundering, unethical practices, and obstruction. United Purpose is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against United Purpose as well as third parties involved in United Purpose activities.

**Complaint / Concerns:** Please directly write your complaints / concernes to Country Director or Country Operations Manager if there is any, at following addresses: United Purpose, Floor 3, House 26, Road 28, Block K, Banani, Dhaka 1213, Bangladesh.

Yours sincerely,

Procurement Officer

**TENDER DATA SHEET**

**SUPPLY, INSTALLATION, COMMISSIONING, TRAINING AND HANDOVER OF 14 SOLAR SYSTEMS IN THREE DISTRICTS OF CHT**

Please take note of the following requirements and conditions pertaining to this tender:

|  |  |
| --- | --- |
| Exact Addresses of Delivery Locations  | Schedule-1 |
| Latest Expected Delivery Date and Time  | Within 30 days from the date of issue of Work Order |
| Packing Requirements  | Manufacturer’s original package.  |
| Mode of Transport | As decided by the supplier. The bidder must understand the geographical challenges associated with travel and communication in CHT |
| Preferred Currency of Quotation | BDT |
| Tax / Value Added Tax on Price Quotation | Inclusive and to be mentioned separately |
| After-sales services and warranty  | Bidder will mention  |
| Query Submission | If there are any queries, that must be submitted online by 05 November 2023, 5 PM at upb.procurement@united-purpose.org |
| Deadline for the Submission of Tender | 10 November 2023 by 12 PM**Online submission:** Date and time of email submission shall be considered as the final time of submission of tender. If there are different dates on the attached copies, those shall be ignored. Any delay in email submission shall result disqualification and rejection. **Hard Copies Submission:** The tender box shall be closed right at closing time. The hard copies shall be rejected if the documents are dated after the submission date or before the tender publication date.  |
| Tender Submission methods | Tender may be submitted in one of the following methods within deadline1. **Online through email:** upb.procurement@united-purpose.org
2. **Physical visit:** Sealed tender may be dropped in the tender box kept at United Purpose, Floor 3, House 26, Road 28, Block K, Banani, Dhaka 1213, Bangladesh.
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| All documentations, including catalogs, instructions and operating manuals, shall be in this language  | English / Bangla  |
| Eligibility of Tenderer | 1. Minimum three years of experience in similar business
2. At least one project of similar nature implemented in CHT.
3. Valid Trade License
4. VAT registration Certificate
5. TAX registration certificate
6. Bank solvency certificate
7. Updated TAX return certificate (50% TAX rate will be higher in case of failure to submit TAX return certificate with bill)
8. Availability of Manufacturers’ warranty for key items
 |
| Documents to be submitted | 1. A cover letter in official pad with the details of authorized person for communication with UP
2. Scanned copy of duly filled, signed and company stamped Technical Specifications of the Goods and Services Required along with Price Schedule (Annex 1)
3. Valid Trade License
4. VAT registration certificate
5. TAX registration certificate
6. Bank solvency certificate
7. Updated TAX return certificate
8. Company Profile
9. Catalogue with indicated offered items and specification;
10. Statement regarding warranty, service and after-sales support
 |
| Period of Validity of Offer | 90 days from the date of submission |
| Alternative Bid | Not allowed |
| Partial Offer | Not accepted  |
| Joint Venture, Consortium and Sub-contracting | Not accepted |
| Payment Terms | 100% payment upon complete delivery of goods and services and on acceptance after testing  |
| Tender security and performance guarantee | Not applicableThe procuring entity may consider a performance guarantee of 2% of quoted price while issuing work order. The same amount shall be returned after handover of the systems.  |
| Liquidated Damages  | Will be imposed under the following conditions: If the Supplier fails to deliver any or all of the goods and services within the time period specified in the Work Order, United Purpose may, without prejudice to any other rights and remedies deduct from the total price stipulated in the Work Order an amount of 1% per day of the value of the Contract up to a period of 20 days or 10% of the total contract value, hereafter United Purpose has the right to cancel the Work Order.  |
| Evaluation Criteria  | Responsiveness to all requirements Lowest priced technically responsive quotation  |
| Work Order will be issued to  | One supplier, depending on following factors:1. Full responsiveness to requirements.2. Ensure best value for money  |
| Type of Contract to be Signed | Purchase Order /Work Order |
| Special conditions of Contract | Cancellation of Work Order /Contract if the delivery / completion is delayed by 10 days from the scheduled date as per Purchase Order/Work Order.  |
| Conditions for Release of Payment | Written Acceptance of Goods and services by the Procuring Entity / end / users based on full compliance with Tender requirements and contract. The Payment shall be made based on actual quantity of goods/ services received and certified by end user.Payment will be made within 30 on submission of final bill subject to acceptance of the goods and services. |

Throughout this document:

“Tenderer” means a Person who submits a Tender;

"Tender Document ", means the Document provided by the Procuring Entity to a Tenderer as a basis for preparation of its Tender;

"Tender", depending on the context, means a Tender submitted by a Tenderer for delivery of Goods and Related Services to the Procuring Entity in response to an Invitation for Tender.

“Purchase Order” and “Work Order” may be used interchangeable.

Goods and services offered shall be reviewed based on completeness and compliance of the tender document with the minimum specifications described.

The vendor must demonstrate a projector at United Purpose Country Office during evaluation if requested by the evaluation committee.

The tender that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by United Purpose. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on United Purpose’s s re-computation and correction of errors, its tender will be rejected.

**Recording the date and time of submission:**

Online submission: Date and time of email submission shall be considered as the final time of submission of tender. If there are different dates on the attached copies, those shall be ignored. Any delay in email submission shall result disqualification and rejection.

Hard Copies Submission: The tender box shall be closed right at closing time. The hard copies shall be rejected if the documents are dated after the submission date of before the tender publication date.

At any time during the validity of the tender, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by United Purpose after it has received the tender. At the time of award of Work Order, United Purpose reserves the right to vary (increase or decrease) the quantity of goods, by up to a maximum 50% of the total offer, without any change in the unit price or other terms and conditions. United Purpose also reserves the right to cancel the entire tender process without showing any reason.

Any Work Order that will be issued as a result of this tender document shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a tender implies that the vendor accepts without question the General Terms and Conditions of United Purpose herein attached as Annex 2.

United Purpose is not bound to accept any tender, nor award a Work Order, nor be responsible for any costs associated with a Supplier’s preparation and submission of a tender, regardless of the outcome or the manner of conducting the selection process.

United Purpose **encourages every prospective Bidder to** avoid and prevent conflicts of interest, by disclosing to United Purpose if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this tender document.

United Purpose implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against United Purpose, as well as third parties involved in United Purpose activities. United Purpose expects its suppliers to adhere to the United Purpose Supplier Code of Conduct.

**Thank you and we look forward to receiving your quotation.**

**Annex 1**

**FORM FOR SUBMITTING SUPPLIER’S QUOTATION**

***(This Form must be submitted only using the Supplier’s Official Letterhead/Stationery)***

We, the undersigned, hereby accept in full the United Purpose General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of United Purpose as per this Tender.

**TABLE 1: Offer to Supply Goods and Compliant with Technical Specifications and Requirements;**

**Tabel-1**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **S.N** | **Item** | **Specification of Product** | **UoM** | **Quantity** | **Unit Price**  | **Total Price** |
| 1 | Solar Panel | Any number of Solar panels to meet 1 KW Power Requirements,Brand: Bidder will mentionCountry of Origin: Bidder will mentionWarranty: 20 years | Set | 14 |  |  |
| 2 | Battery | Capacity 130 AH @ 10HR, 12 V 2 pcs (flooded lead acid, deep cycle solar),Brand: Bidder will mentionCountry of Origin: Bidder will mentionWarranty: 5 years | Set | 14 |  |  |
| 3 | Inverter | Capacity 650 VA. Outputvoltage 230v AC, 50Hz,Brand: Bidder will mentionCountry of Origin: Bidder will mentionWarranty: 2 years | Set | 14 |  |  |
| 4 | Charge Controller | 40 Ampere or as needed,Brand: Bidder will mentionCountry of Origin: Bidder will mentionWarranty: 2 years | Set | 14 |  |  |
| 5 | Battery Fuse | HRC fuse- 160 A for Battery protection 2 pcs with Box, Own madeBrand: Bidder will mentionCountry of Origin: Bidder will mentionWarranty: Bidder will mention | Set | 14 |  |  |
| 6 | Battery Rack | As per battery size, Own made/ Equivalent,Size: length-23", width-23", height-20"Rod angle 1" 1" 3 miliMade by ironBrand: Bidder will mention if applicable Country of Origin: Bidder will mention if applicableWarranty: Bidder will mention | Set | 14 |  |  |
| 7 | Lightening arrester | Own made/ Equivalent,Size:Earthing Rod-5 feet 10 mili made by ironLightening arrester -2 feet 8/10 mili made by copper Brand: Bidder will mention if applicableCountry of Origin: Bidder will mention if applicableWarranty: 2 years | Set | 14 |  |  |
| 8 | Flexible Cable | As requirement for Solar system and internal wiringBrand: Bidder will mentionCountry of Origin: Bidder will mentionWarranty: Bidder will mention | Set | 14 |  |  |
| 9 | Transportation, Installation & Training | To be installed with necessary civil works on rooftop of tin shed house in CHT or on ground and on ground as the situation demands. The chosen areas to be shown at site by contacts mentioned in terms & conditions.To be trained minimum 25 staff on basic maintenance, trouble shooting and operation and to be given 1/ 2-page Bangla manual to all staffs covering operation s and routine maintenance. | Location | 14 |  |  |
| Total Amount (Excluding VAT) |  |
| Add: Value Added Tax (VAT) |  |
| Total Amount (Including VAT & TAX) |  |

*[Name and Signature of the Supplier’s Authorized Person]*

*[Designation]*

*[Phone No.]*

*[Email add]*

*[Date and stamp]*

**TABLE 2: Offer to Comply with Other Conditions and Related Requirements**

|  |  |
| --- | --- |
| **Other Information pertaining to our Quotation are as follows:** | **Your Responses** |
| ***Yes, we will comply*** | ***No, we cannot comply*** | ***If you cannot comply, pls. indicate counter proposal*** |
| Compliance with the Technical Specifications  |  |  |  |
| Delivery period: 30 days  |   |  |  |
| Validity of Quotation: 90 days  |  |  |  |
| Acceptance of all Provisions of the United Purpose General Terms and Conditions |  |  |  |

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the tender.

*[Name and Signature of the Supplier’s Authorized Person]*

*[Designation]*

*[Phone No.]*

*[Email add]*

*[Date and stamp]*

**Annex 2**

**GENERAL TERMS AND CONDITIONS**

**1. ACCEPTANCE OF THE WORK ORDER**

This Work Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods and services in accordance with the terms of the Work Order, as herein specified. Acceptance of the Work 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 the tender and Work Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind United Purpose unless agreed to in writing by a duly authorized official of United Purpose.

**2. PAYMENT**

United Purpose shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Work Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in the Work Order.

Payment against the invoice referred to above will reflect any discount shown under the payment terms of the Work Order, provided payment is made within the period required by such payment terms.

Unless authorized by United Purpose, the Supplier shall submit one invoice in respect of the Work Order, and such invoice must indicate the Work Order's identification number.

The prices shown in the Work Order may not be increased except by express written agreement of United Purpose.

**3. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of the Work Order.

**4. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Work Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by United Purpose, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

**5. INSPECTION**

United Purpose shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Work Order; payment for goods pursuant to the Work Order shall not be deemed an acceptance of the goods.

Inspection in the factory does not relieve the Supplier from any of its contractual obligations.

**6. INTELLECTUAL PROPERTY INFRINGEMENT**

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

**7. RIGHTS OF UNITED PURPOSE**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of the Work Order, including but not limited to failure to obtain necessary government approval, or to make delivery of all or part of the goods by the agreed delivery date or dates, United Purpose may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

* Procure all or part of the goods from other sources, in which event United Purpose may hold the Supplier responsible for any excess cost occasioned thereby.
* Refuse to accept delivery of all or part of the goods.
* Cancel the Work Order without any liability for termination charges or any other liability of any kind of United Purpose.

**8. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods and services by the delivery date(s) stipulated in the Work Order, the Supplier shall (i) immediately consult with United Purpose to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by United Purpose.

**9. ASSIGNMENT AND INSOLVENCY**

The Supplier shall not, except after obtaining the written consent of United Purpose, assign, transfer, pledge or make other disposition of the Work Order, or any part thereof, or any of the Supplier's rights or obligations under this Work Order.

Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, United Purpose may, without prejudice to any other rights or remedies, immediately terminate the Work Order by giving the Supplier written notice of termination.

**10. USE OF UNITED PURPOSE NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of United Purpose for any purpose.

**11. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to United Purpose without specific permission of United Purpose in each instance.

**12. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates 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, requires 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 or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle United Purpose to terminate this Work Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of United Purpose.

**13. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle United Purpose to terminate the Work Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of United Purpose.

**14. SETTLEMENT OF DISPUTES**

**Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Work Order or the breach, termination or invalidity thereof.

**Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Work Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration. Arbitration tribunal shall be formed by three persons two of whom shall recommended by United Purpose while the third shall be recommended by the other party. The arbitral tribunal shall have no authority to award punitive damages. 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.

**15. SEXUAL EXPLOITATION:**

United Purpose policies shall be applicable.

**16. OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of United Purpose has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**17. AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of United Purpose, only the United Purpose Authorized Official possess the authority to agree on behalf of United Purpose to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against United Purpose unless provided by an amendment to this Agreement signed by the Contractor and jointly by the United Purpose Authorized Official.

**SCHEDULE -1**

**DELIVERY LOCATIONS DETAILS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Dist:Rangamati** |  |  |  |  |  |
| **SI** | **District**  | **Upazila** | **Union** | **Para** | **WBC Name** |
| 1 | Rangamati | Naniarchar | Sabekkyong | Headmen para | Headmen para WBC |
| 2 | Rangamati | Jurachari | Bonojogichara | Chowmohani para | Chowmohoni WBC |
| 3 | Rangamati | Naniarchar | Sabekkyong | Barapul para  | Barapul para WBC |
| 4 | Rangamati | Langudu | Langudu | Baraadam  | Barandi dal WBC |
| 5 | Rangamati | Barkal | Bhusanchara | Jakko Bajei para | Jakko Bajei WBC -(Mir Sarkar para WBC Sub centre) |
| **Dist: Bandarban** |  |  |  |
| 6 | Bandarban | Alikadam | Chokhyong | Repar Para | Repar Para WBC Center |
| 7 | Bandarban | Alikadam | Chokhyong | Silbunia Para | Silbunia Para WBC Center |
| 8 | Bandarban | Rowangchhari | Alikhong | Battoli Para | Nilachal  WBC Center |
| 9 | Bandarban | Rowangchhari | Rowangchhari | Notun Para | Nilgiri  WBC Center |
| **Dist: Khagrachari** |  |  |  |
| 10 | Khagrachari | Mohalchari | Kyanghat | Purbomanikchari Village | Ultachari |
| 11 | Khagrachari | Dighinala | Dighinala Sadar | Kripapur village | Kripapur |
| 12 | Khagrachari | Dighinala | Dighinala Sadar | Pukurghat village | Uttor Pukurghat |
| 13 | Khagrachari | Panchari | Lotiban Union | Dokhkhin Nalkata | Nalkata |
| 14 | Khagrachari | Panchari | Panchari sadar | Brisomohon para | Rotnomonipara |