



**Invitation to Bid**  
(Advertised for Second Time)

Date: 10 June 2009

Dear Sir/Madam,

Subject: Procurement Solar Pumps, Pipes and Fittings for Debub and Gash Barka Regions

1. We hereby solicit your bid for the supply of Solar Pumps, Pipes and Fittings as per the attached specifications.
2. To enable you to submit a bid, please find enclosed:

Annex I.	Instructions to Bidders
Annex II.	Bid Data Sheet
Annex III.	General Terms and Conditions
Annex IV.	Special Conditions
Annex V.	Schedule of Requirements
Annex VI.	Technical Specifications
Annex VII.	Bid Submission Form
Annex VIII.	Price Schedule
Annex IX.	Performance Security Form

3. Interested Bidders may obtain further information at the following address:

Contact Person:     \_Ghirmai Woldemicael\_\_\_\_\_  
Name of Office:     \_\_UNDP \_\_Asmara Eritrea Po BOX 5366  
E-Mail:     [ghirmai.woldemicael@undp.org](mailto:ghirmai.woldemicael@undp.org)\_\_\_\_\_

Bids must be delivered to the above office on or before 17.00 hrs local time (+3 GMT) on 15 July 2009. Late bids shall be rejected.

4. Bids will be opened in the presence of Bidders' Representatives, who choose to attend at the UNDP Conference Room, Asmara - Eritrea, on the date and time indicated in the Bidding Documents.
5. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

Attention      Name of Company [for UNDP websites UNGM and UNDB]  
                    Street Address  
                    City  
                    Country



PROCUREMENT OF SOLAR PUMPS, PIPES AND FITTINGS FOR DEBUB AND  
GASH BARKA REGIONS

JOINT PROGRAM ON IDPs/EXPELLIES RETURN/RESETTLEMENT  
PROJECT No. 00059836 (Dehub) & 00041360 (Gash Barka)

INVITATION TO BID (Advertised for Second Time)  
No. UNDP/ERI/PUMPS AND FITTING/02/09

**June 2009**

PROCUREMENT OF  
SOLAR PUMPS, PIPES AND FITTINGS FOR DEBUB AND GASH BARKA REGIONS

INVITATION TO BIDS (ITB) AND INSTRUCTIONS TO BIDDERS  
(Advertised for Second Time)

ITB No. UNDP/ ERI/ PUMPS & FITTINGS/02/09

Annex I

INSTRUCTIONS TO BIDDERS

A. Introduction

1. General: The Purchaser invites Sealed Bids for the supply of Solar Pumps, Pipes and Fittings to the UN system in the framework of the water supply assistance to the Government of the State of Eritrea. The UNDP (hereinafter called the Purchaser) intends to purchase URGENTLY solar pumps, pipes and fittings, (new and in current production) destined to the Ministry of Local Government (MoLG) Debub and Gash Barka Regions. The present ITB was posted (from 24/03/2009 – 21/04/2009) on the UN Global Marketplace (UNGM) ([www.ungm.org](http://www.ungm.org)), UNDP Procurement Notices web based board <http://procurement-notice-admin.undp.org>, the UNDP Development Business ([DBUSINESS@UN.ORG](mailto:DBUSINESS@UN.ORG)) and UNDP Eritrea CO web site ([www.er.undp.org](http://www.er.undp.org)). However, no complete offer was received; thus, this is re-advertising in the same websites with some additional specifications that provide more clarifications. Bidding is also open to local procurement companies and suppliers. Partial bidding in complete lot/s is accepted.
2. Eligible Bidders: Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bids.
3. Cost of Bid: The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

4. Examination of Solicitation Documents: The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
5. Clarification of Solicitation Documents: A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than 10 days prior to the Deadline for the



Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.

6. Amendments of Solicitation Documents: No later than ten days prior to the Deadline for Submission of Bids, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the Deadline for the Submission of Bids.

#### C. Preparation of Bids

7. Language of the Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity shall be written in the language indicated on the Bid Data Sheet.

#### 8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance with the Annexure V, VI and VIII and clause 11 of Instructions to Bidders;
- (c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted,
- (d) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;

A prospective Bidder requiring any clarification on the bidding documents may notify the Purchaser in writing or by facsimile at the following address: UNDP Eritrea P.O.Box 5366 – Asmara Eritrea – Fax 291-1-151081. The Purchaser will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids.

#### 9. Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract (Audited Financial Statement for the last two years shall be submitted).

#### 10. Documents Establishing Goods' Conformity to Bidding Documents:



The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods. Suppliers are strongly recommended to include pictures (or supply samples, as more convenient) of the items offered;
- (b) 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 for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods. NA

11. Bid Currencies/Bid Prices: All prices shall be quoted in US dollars/EURO or, in case of local suppliers in Eritrean Nakfa (conversion will be made with UN official rate of exchange, as also per clause 21 hereafter). The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract.

12. Period of Validity of Bids: Bids shall remain valid for 120 days after the date of Bid Submission prescribed by the procuring UN entity pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the procuring UN entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

13. Bid Security:

- (a) The Bidder shall furnish as part of its Bid a Bid Security to the Purchaser in the amount of 3 % of the Offer Value.
- (b) The Bid Security is to protect the Purchaser against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 13(g) below.
- (c) The Bid Security shall be denominated in the currency of the Purchase Order or in a freely convertible currency and shall be in one of the following forms:
  - i. bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad, and in the form provided in these Solicitation Documents, or,
  - ii. cashier's cheque (CPO), or certified cheque.
- (d) Any Bid not secured in accordance with Clauses 13 a) and 13 c) above will be rejected by the Purchaser as non-responsive pursuant to clause 20 of Instructions to Bidders.
- (e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Purchaser pursuant to clause 12 of instructions to Bidders.
- (f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders.

(g) The Bid Security may be forfeited:

- 1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
- 2) In the case of a successful Bidder, if the Bidder fails:
  - i. to sign the Purchase Order in accordance with Clause 26 of Instructions to Bidders, or,
  - ii. to furnish Performance Security in accordance with Clause 27 of Instructions to Bidders.

#### D. Submission of Bids

14. Format and Signing of Bid: The Bidder shall prepare two copies of the Bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Bid shall be typed or written in indelible ink and 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 which case such corrections shall be initialed by the person or persons signing the bid.

#### 15. Sealing and Marking of Bids:

15.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in section I of these Solicitation Documents; and
- (b) make reference to the "subject" indicated in section I of these Solicitation Documents, and a statement: "DO NOT OPEN BEFORE ", to be completed with the time and the date specified in section I of these Solicitation Documents (17.00 hrs local time (+3 GMT) on 15-07-2009) for Bid Opening pursuant to clause 16 of Instructions to Bidders.

15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".

15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

#### 16. Deadline for Submission of Bids/Late Bids:

16.1 Bids must be delivered to the office on or before the date and time specified in section I of these Solicitation Documents.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the Purchaser after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

17. Modification and Withdrawal of Bids: The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by the procuring UN entity prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

#### E. Opening and Evaluation of Bids

##### 18. Opening of Bids:

18.1 The Purchaser will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date 17.00 hrs local time (+3 GMT) on 15-07-2009, and at the place specified in section I of this Solicitation Document. The Bidders' Representatives who are present shall sign a register evidencing their attendance.

18.2 The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 20 of Instructions to Bidders.

18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

18.4 The Purchaser will prepare minutes of the Bid Opening.

19. Clarification of Bids: To assist in the examination, evaluation and comparison of Bids the procuring UN entity may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

##### 20. Preliminary Examination:

20.1 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

20.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

20.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. Conversion to Single Currency: To facilitate evaluation and comparison, the Purchaser 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.
22. Evaluation of Bids: Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

Compliances and Evaluation Criteria
Compliance with pricing conditions set in the ITB.
Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements. (vague and incomplete statements such as "comply" when referring to technical specifications will not be acceptable)
Compliance with Special and General Conditions specified by these Solicitation Documents.
Compliance with start-up, delivery or installation deadlines set by the procuring entity. N/A
Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.
Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
Proof of after-sales service capacity and appropriateness of service network. NA
Generally Evaluation Criteria will be based on "Merit Point System" according to the following breakdown of weight:
a) Economical/Financial 40%
b) Technical 50%
c) Delivery 10%

#### F. Award of Contract

23. Award Criteria: The procuring UN entity will Issue the Purchase Order to the lowest priced technically qualified Bidder. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation 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 the purchaser's action.
24. Purchaser's Right to Vary Requirements at Time of Award: The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 15 % the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions. The Purchaser reserves the right of piecemeal awarding.
25. Notification of Award: Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Purchase Order. The Purchase Order may only be accepted by the Supplier's 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.

26. Signing of the Purchase Order: Within 3 (three) days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the purchaser (fax is accepted).
27. Performance Security: The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, within 30 days of receipt of the Purchase Order from the purchaser.

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.

[Refer Annex IV – Special Conditions]

## BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders			
Language of the Bid	<input checked="" type="checkbox"/> English	French	Spanish	If others, specify.....
Bid Price	The prices quoted shall be as per following INCOTERMS 2000 and place: FOB    FCA    CPT    DDU <input checked="" type="checkbox"/> Other...CFR Place: Massawa, Eritrea			
Documents Establishing Bidder's Eligibility & Qualifications	<input checked="" type="checkbox"/> Required.	Not required.		
Bid Validity Period.	<input checked="" type="checkbox"/> 120 days	If different, please specify.....		
Bid Security	<input checked="" type="checkbox"/> Required.	Not required.		
Preliminary Examination – completeness of bid.	<input checked="" type="checkbox"/> Partial bids (in a complete lot) permitted.	Partial bids not permitted.		
Purchaser's Right to Vary Requirements at Time of Award	<input checked="" type="checkbox"/> 15 percent, increase or decrease. remain unchanged.	Condition waived	Condition applies but change limit to ..... percent.	

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 following commencement of the use of the goods.	<input checked="" type="checkbox"/> Not required.                      Required (Refer Schedule of Requirements/Annex V)
Compliance with any other clause required?	<input checked="" type="checkbox"/> No.                                      If yes, specify:
	(When required this space may also be used to enter a modified version of any of the above data.)

## Annex III

## General Terms and Conditions

## 1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's 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 provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

## 2. PAYMENT

- 2.1.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.1.2 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.
- 2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.



### 3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### 4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

### 5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

### 6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, 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.

### 7. INSPECTION

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

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

### 8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase 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 UNDP and the United Nations harmless from any actions or claims brought against UNDP 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.



9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP 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:

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP 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 UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. 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 UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.



15. 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 UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to 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.

16.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase 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 in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. 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.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

### Special Conditions

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Warranty/Guarantee	
<input checked="" type="checkbox"/> Applies	1 Does not apply
If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.	
Liquidated damages	
<input checked="" type="checkbox"/> Applies	1 Does not apply
If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order	
Performance security	
<input checked="" type="checkbox"/> Applies	1 Does not apply
a) Within 30 days of receipt of the Purchase Order from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order Value. b) The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity. c) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract. d) The Performance Security shall be denominated in the currency of the Purchase Order and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad in the form provided in these Solicitation Documents. e) The Security will be returned to the Supplier within 30 days of completion of the Purchase order, including any warranty obligation.	



Compliance with any other condition (s) required?	
1 Applies	<input checked="" type="checkbox"/> Does not apply

(This space is also used to enter a modified version of any of the above Special Conditions.)

Annex V.

### **SCHEDULE OF REQUIREMENTS**

[Describe the required items, quantities and delivery periods and terms (INCOTERMS 2000).]

Please indicate delivery period.  
(Preferred delivery period is 8 weeks-10 weeks)



## Annex VI

### TECHNICAL SPECIFICATIONS

Refer Annex VIII

Please note that the technical specifications provided in Annex VIII should not be regarded as belonging to a specific existing mark and model of the Equipment. They are given for reference only. Additional or upgraded equipment, specifically for the purpose of water supply project, will be accordingly evaluated in the criterion of "Technical Adherence". For that purpose, the bidder is strongly invited to include in his/her bid a comparative table between the technical specifications offered and those, which were recommended.



Annex VII.

BID/PROPOSAL SUBMISSION FORM

To: UNDP Eritrea

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the offer.

We agree to abide by this Bid for a period of 120 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 understand that you are not bound to accept any Bid you may receive.

Dated this . . . .day of . . . .[year].

.....  
Signature

.....  
[in the capacity of]

Duly authorized to sign the Bid for and on behalf of .....

## Annex VIII.

## PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
3. Estimated weight/volume of the consignment must be part of the documentation submitted.
4. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
5. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.
6. In addition to the hard copy, if possible please provide also the information on diskette (IBM compatible).

Name of Bidder:.....

Item No	Description and Technical Specifications	QTY	Unit Price USD or ERN	Total value/FOB USD	Freight Charges/ USD	Total CFR value*
	SOLAR PUPM AND RELATED EQUIPMENT For DEBUB REGION					
1	Solar Pumps and Accessories well No. 1, Well No.2 and Well No. 3					

1.1	<p>Solar Pump for Well No 1 – a borehole diameter 150mm with discharge Capacity of 1l/s or 3.6m<sup>3</sup>/hr.          Location- At coordinates E0541100 and N1604251 and ground elevation of 2342.5m.a.s.l Static water Level at 2338.5m a. s. l. Min. Pumping Level in Well 2328.5 m. a. s. l. Max. Pumping Level In reservoir 2366.2m a. s. l. The Solar pump will have an output of 28.8m<sup>3</sup>/day and total head of 46m. It will be sized to fit the above site conditions and will be provided with all the required accessories including, appropriate solar panels with sturdy metallic support frame, proper size power cable (70m long) inventor and control board etc</p>	Set 1				
1.2	<p>Solar Pump for Well No 2 – a borehole diameter 150mm discharge Capacity of 5.5l/s or 3.6m<sup>3</sup>/hr          Location - At Coordinates E0541030 and N1605000, and ground elevation of 2331.35m.a.s.l Static water Level at 2317.3ma.s.l. Min. Pumping Level in Well 2312.3 m. a. s. l. Max. Pumping Level In reservoir 2361.7m a. s. l. The Solar pump will have an output of 158.4m<sup>3</sup>/day and total head of 64 meters. It will be sized to fit the above site conditions and will be provided with all the required accessories including, appropriate solar panels with sturdy metallic support frame, proper size power cable (70m long), inventor and control board etc.</p>	Set 1				

1.3	Solar Pump – for Well No. 3 - a borehole of diameter 150mm with discharge Capacity of 2.4 l/s or 8.6m <sup>3</sup> /hr Location- GPS coordinates N0522294 and E1617348 and elevation of 1539m.a.s.l Static water Level at 1525m a. s. l. Min. Pumping Level in Well 1520 m. a. s. l. Max. Pumping Level In reservoir 1582m a. s. l. The solar pump will have an output of 68.8m <sup>3</sup> /day and total head of 62m. It will be sized to fit the above site conditions and will be provided with all the required accessories including, appropriate solar panels with sturdy metallic support frame, proper size power cable (70m long), inventor and control board etc	Set 1				
2	Pipes, Valves & Fittings Complying with ISO standards.					
2.1	Galvanized Steel Pipes					
2.1.1	Galvanized Steel Pipe DN 50mm	250 m				
2.1.2	Galvanized Steel Pipe DN 100mm	10 m				
2.1.3	Galvanized Steel Pipe Ø 1"	70 m				
2.1.4	Galvanized Steel Pipe Ø ¾"	33 m				
2.2	uPVC Pipe & HDPE Complying with ISO standards.					
2.2.1	uPVC Vent pipe DN 50mm	1.5 m				
2.2.2	uPVC Vent cap DN 50mm	2 Pcs				
2.2.3	uPVC Pipe DN 100mm of PN 10 bars	1400 m				
2.2.4	uPVC Pipe DN 80mm of PN 10 bars	1500 m				
2.3	Pipes High Density Polyethylene Pipe (HDPE) Complying with ISO standards.					
2.3.1	HDPE of PN 10 bars – DN 50	4300 m				
2.4	Metallic Fittings Complying with ISO standards.					
2.4.1	Gate Valve DN 50mm	24 Pcs				
2.4.2	Gate Valve DN 100mm	2 Pcs				
2.4.3	Check Valves DN 50mm	4 Pcs				
2.4.4	Float Valve DN 50mm	2 Pcs				
2.4.5	Check Valve Ø 1 inch	6 Pcs				
2.4.6	Faucets Ø ¾ inch	84 Pcs				
2.4.7	Air Valve	3 Pcs				
2.4.8	Elbow 900 DN 50mm	20 Pcs				

2.4.9	Elbow 900 Ø 1 inch	32 Pcs				
2.4.10	Elbow 450 DN 100mm	4 Pcs				
2.4.11	Elbow 900 DN 100mm	4 Pcs				
2.4.12	Union DN 50 mm	24 Pcs				
2.4.13	Union DN 100 mm	6 Pcs				
2.4.14	Union Ø 1 inch	8 Pcs				
2.4.15	Nipples DN 50 mm	32 Pcs				
2.4.16	Nipples DN 100 mm	10 Pcs				
2.4.17	Nipples DN 80 mm	2 Pcs				
2.4.18	Nipples Ø 1 inch	16 Pcs				
2.4.19	Reducer DN 100mm / DN 50mm	12 Pcs				
2.4.20	Reducer Ø 2 inch to 1.5 inch	20 Pcs				
2.4.21	Reducer Ø 1 inch to ¾ inch	68 Pcs				
2.4.22	Tee DN 100 mm	10 Pcs				
2.4.23	Tee DN 50mm	8 Pcs				
2.4.24	Tee Ø 1.5 inch	12 Pcs				
2.4.25	Tee Ø 1 inch	20 Pcs				
2.4.26	Tee Ø 3/4 inch	20 Pcs				
3	Meters Complying with ISO standards.					
3.1	Water Meter DN 50mm	2 Pcs				
3.2	Water Meter Ø 1.5 inch	4 Pcs				
3.3	Pressure Gage Ø 1/2"	3 Pcs				
	<b>SOLAR PUPM AND RELATED EQUIPMENT For GASH BARKA REGION</b>					
1	Solar Pumps and Accessories Well No.1 and Well No.2					

1.1	Solar Pump- for Dug Well of Discharge Capacity of 3l/s or 10.7m <sup>3</sup> /hr - Location- At coordinates E0363450 and N1629793 and ground elevation of 1018.60 m a. s. l. Static water Level at 1016.60m a. s. l. Min. Pumping Level in Well 1014.60 m. a. s. l. - Max. Pumping Level In reservoir 1074.2m a. s. l. The Solar pump will have an output of 86m <sup>3</sup> /day and total head of 62 meters. It will be sized to fit the above site conditions and will be provided with all the required accessories including, appropriate solar panel with sturdy metallic support frame, proper size power cable (40m long), inventor and control board etc	1 Set				
1.2	Solar Pump - for Booster Station of Discharge Capacity of 3l/s or 10.7m <sup>3</sup> /hr - Location- At coordinates GPS coordinates E0362723 N1629067. and ground elevation of 1060.10 m a. s. l. - Min. Pumping Level in Well 1060.70 m. a. s. l.-Max. Pumping Level in reservoir with at 1112.30m a. s. l. The Solar will have an output of 86m <sup>3</sup> /day and total head of 55 meters. It will be sized to fit the above site conditions and will be provided with all the required accessories including, appropriate solar panel with sturdy metallic support frame, proper size power cable (40m long), inventor and control board etc - Horizontal installation anticipated	1 Set				
2	Galvanized Steel Pipe Complying with ISO standards.					
2.1	Galvanized Steel Pipe DN 50mm	67 m				
2.2	Galvanized Steel Pipe DN 100mm	3480 m				
2.3	Galvanized Steel Pipe of Ø 1"	24 m				
2.4	Galvanized Steel Pipe of Ø 3/4"	24 m				
3	uPVC pressure pipes complying with ISO standards of PN10 push fit type, joints also complying with ISO standards.					

3.1	uPVC pipe DN 50mm of PN10 bars	1240 m				
3.2	uPVC pipe DN 100mm of PN10 bars	230 m				
3.3	uPVC pipe DN 80mm, of PN 10 bars	534 m				
4	Fittings of Distribution line. All flanged DCI fittings in accordance to DIN EN 545.					
4.1	All flanged Tee DN100x100	2 Pcs				
4.2	Flanged socket adaptor DN 100	2 Pcs				
4.3	Double flanged reducer DN100x80	2 Pcs				
4.4	Double flanged reducer DN100x50	2 Pcs				
4.5	Flange socket adaptor DN 80	4 Pcs				
4.6	Flange socket adaptor DN50	13 Pcs				
4.7	All flanged Tee DN80x80	2 Pcs				
4.8	Double flanged reducer DN80x50	2 Pcs				
4.9	All flanged Tee DN50x50	4 Pcs				
5	uPVC fittings complying with DIN 8061/8062 of PN10.					
5.1	DN 100 uPVC, 22 ½ degree bend socket spigot.	2 Pcs				
5.2	DN 100 uPVC, 90 degree bend socket spigot.	2 Pcs				
5.3	DN 80 uPVC, 22 ½ degree bend socket spigot.	3 Pcs				
5.4	DN 80 uPVC, 90 degree bend socket spigot.	3 Pcs				
5.5	DN 50 uPVC, 22 ½ degree bend socket spigot.	3 Pcs				
5.6	DN 50 uPVC, 90 degree bend socket spigot.	3 Pcs				
5.7	DN 50 uPVC end cap	9 Pcs				
6	GS Valves Complying with ISO standards.					

6.1	Gate valve DN50mm	2 Pcs				
6.2	Gate valve DN 100	19 Pcs				
6.3	Gate valve Ø 1"	4 Pcs				
6.4	check valves DN 100mm	2 Pcs				
6.5	Faucets Ø3/4"	24 Pcs				
6.6	Air valve DN 25	4 Pcs				
7	GS Fittings Complying with ISO standards.					
7.1	Elbow 90° DN 50mm	4 Pcs				
7.2	Elbow 90° Ø 1"	26 Pcs				
7.3	Elbow 45° DN 100mm	10 Pcs				
7.4	Elbow 90° DN 100mm	28 Pcs				
7.5	Union DN 50mm	8 Pcs				
7.6	Union DN 100mm	91 Pcs				
7.7	Union Ø 3/4"	24 Pcs				
7.8	Union Ø 1"	34 Pcs				
7.9	Nipples DN 50mm	16 Pcs				
7.10	Nipple DN 100mm	30 Pcs				
7.11	Nipple Ø 1" 3/4"	24 Pcs				
7.12	Nipples Ø 1"	34 Pcs				
7.13	Reducer DN 100mm /DN 50mm	3 Pcs				
7.14	Reducer DN 25mm/DN 12.5mm	2 Pcs				
7.15	Reducer DN 50mm /DN 25mm	2 Pcs				
7.16	Reducer DN 100mm /DN 25mm	4 Pcs				
7.17	Reducer Ø 1" 3/4"	24 Pcs				
7.18	Tee DN 100mm	8 Pcs				
7.19	Tee DN 50mm	8 Pcs				
7.20	Tee Ø 1"	24 Pcs				
7.21	Saddle 2"x1"	10 Pcs				
7.22	uPVC end cap DN50	9 Pcs				



8	GS Meters Complying with ISO standards.					
8.1	Water Meter DN 100mm	4 Pcs				
8.2	Water Meter Ø 1"	4 Pcs				
8.3	Pressure Gauge DN 12.5mm, 15 bars	2 Pcs				
9	Wire mesh fence of Hot dipped galvanized steel - diameter of 4mm- Chain link with mesh opening being 50mm in rolls of width 1.9m (One Roll can be 25m long). Total length of fence is 290 (The height of the fence is 2 meters.)	580 m				

- \*Please quote breakdown of CFR value separately (i.e. cost of material and freight)
- Note: In case of discrepancy between unit price and total price, the unit price shall prevail.
- The materials to be supplied shall adhere to ISO standards or equivalent.
- M stands for meter
- Pcs stands for pieces

Signature of Bidder .....



**PERFORMANCE SECURITY FORM**

To: The procuring entity,

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. .... dated ....., to execute Services .....

(hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of guarantee] [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The guarantee shall be valid until a date 30 days from the date of issue of a satisfactory certificate of inspection and testing by the procuring UN entity.

**SIGNATURE AND SEAL OF THE GUARANTOR**

Date .....

Name of Bank .....

Address .....