

ES Program RFQ - Supply and Delivery of One Diesel Generator: diesel engine drives electric alternators, 490-510 KVA Prime Power, 400/230V, 3phase, 4 wires, 50HZ, 1500 rpm, and 0.8 PF, with sound/weather proof canopy.
RFQ No. 2020/31467

Request for Quotations (RFQ)

Under the Essential Services Program (ES)

Subject	Request for Quotation (RFQ) for Supply and Delivery of One Diesel Generator: Diesel engine drives electric alternators, 490-510 KVA Prime Power, 400/230V, 3phase, 4 wires, 50HZ, 1500 rpm, and 0.8 PF, with sound/weather proof canopy.
Tender PRF Number	PRF/31467
Project Name	Essential Services Program (ES)
Release Date	February 12, 2020
Due Date for Questions	February 17, 2020 at 5:00 pm Jordan time to Tenders@esprogram.org
Due date for Answers	February 18, 2020
Closing Time and Date for submitting the PDF offers via Email	February 23, 2020 at 12:00 pm Jordan time to Tenders@esprogram.org Offer should be submitted in PDF format and separate emails for technical and financial documents. <i>Important Note: No offers will be accepted after the deadline</i>
Official Offers Requirement	Bid/Offer must be proposed in USD and excluded from Customs and Sales Tax

Issuance of this RFQ does not constitute a commitment on the part of Blumont, ES program, U.S. Government, or USAID to issue an award. Furthermore, it does not constitute an obligation for ES program or USAID to pay any costs incurred in relation to this RFQ.

Please follow all instructions to Offerors and complete all documents thoroughly and accurately. Failure to provide the information required may result in disqualifying your proposal.

All proposal submittals will remain confidential and there will be no public opening of proposal documents.

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REQUEST FOR QUOTATIONS (RFQ)

Request for Quotations (RFQ) for Supply and Delivery of One diesel engine drives electric alternators, 490-510 KVA Prime Power, 400/230V, 3phase, 4 wires, 50HZ, 1500 rpm, and 0.8 PF, with sound/weather proof canopy.

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PURPOSE

Essential Services Program (ES) is soliciting technical and financial quotations/offers from eligible and qualified firms to acquire technical services for the work required for the Supply and Delivery of One diesel engine drives electric alternators, 490-510 KVA Prime Power, 400/230V, 3phase, 4 wires, 50HZ, 1500 rpm, and 0.8 PF, with sound/weather proof canopy.

INSTRUCTIONS TO OFFERORS

Offerors interested in submitting technical and price proposal in response to this Request for Quotation (RFQ) must prepare proposals in accordance with the instructions found in Section 3 of this solicitation. Failure to provide all required information will lead to the rejection of the proposal.

This RFQ in no way obligates ES to award a contract nor does it commit ES to pay any cost incurred in the preparation and submission of a proposal.

ES bears no responsibility for data errors resulting from transmission or conversion processes.

SECTION 1 – SERVICES AND CONTRACT TYPE

ES intends to issue and sign a FIRM FIXED UNIT PRICE type subcontract with the Offeror that submits the Lowest Price, Technically Accepted (LPTA) Offer that determined to be substantially responsive to the RFQ documents and requirements and who has offered the lowest evaluated offer price, provided that such Offeror has been technically qualified in accordance with the RFQ requirements.

The offer must be in USD, and tax exempted. Please see Annex 1 Bill of Quantities as template for price offer.

SECTION 2 – DESCRIPTION OF SERVICES AND DELIVERABLES

2.1 Technical Requirements

1. The Objective of this project is to supply and deliver the requested equipment to Northeast Syria (NES).

The proposal should include all items required for the complete supply and delivery of the requested item(s). A load test will be required at the final delivery site before handover and technical acceptance of the equipment. The proposal submitted is to include the following required items:

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1. One (1) diesel engine drives electric alternators, 490-510 KVA Prime Power, 400/230V, 3phase, 4 wires, 50HZ, 1500 rpm, and 0.8 PF, with sound/weather proof canopy.

Additional details are provided in (**Annex 1** Bill of Quantities) and (**Annex 2** Technical Specifications) of this tender.

2.1 Timeline for Bid/Official Offers

Deadline for submitting quotations: Official Offers Technical and Financial Documents must be submitted by email to Tenders@ESprogram.org in PDF Format by the closing date and time listed on the cover page. No late Bid/Official Offer will be accepted. ES has the right to cancel the RFQ without giving any reasons for no obligation toward the Offerors.

2.2 Eligible Offerors

This RFQ is open to all qualified firms who meet the following eligibility criteria. Proposals from Offerors that do not meet the outlined criteria will be rejected.

- a) Are registered with the appropriate authorities of the country where the company's home office/official entity is located;
- b) Are able to issue a zero VAT invoice;
- c) Are able to provide bid guarantee if and when requested;
- d) Are able to provide a valid income tax deductible at source certificate;
- e) Work will be performed by the Prime Offeror. Subcontractors are not authorized; and
- f) Offerors shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with Sub-Clause 3.6.

2.3 Requirements and Standards

Interested firms must provide all additional information needed and fulfill all conditions requested. All interested firms submitting price quotation in response to this tender are required to fulfill certain number of minimal pre-qualification requirements incorporated into their Bid/Offer. Offers that do not fully meet all of the requirements listed will be disqualified/rejected.

2.4 Project Completion and Turnover Activities

The selected awardee(s) shall test, prepare and submit test results, operation and maintenance manuals, and officiated county of origin documents for the supplied equipment.

SECTION 3 – GENERAL REQUIREMENTS

3.1 Delivery Location

The items requested will be delivered to Hajin, Deir ez-Zor Governorate, Northeast Syria.

3.2 Period of Performance

The period of performance of the project for the delivery of equipment to the designated site shall not to exceed 30 calendar days.

The Period of Performance starts from the date of ES's issuance and signing of the Subcontract.

Abdali | Boulevard building #1 (SGBJ) | Floor 5 | Ayla street | PO Box 3732 | Amman 11821 Jordan |
T: 962 6 5563399

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3.3 Quality and Guarantee Requirements

Supplied equipment must fully comply with the required specifications as per agreed upon models presented at the time of bid submission. Any deviation from standard models will be rejected. Proposal must include Country of Origin for each component of the equipment items included in Annex 2. Bidder must provide proper test and quality documents for the equipment. Bidders should provide manufacturer procedures/instructions on installation, operation and maintenance both in English and Arabic language. Any defected equipment will be returned to the subcontractor at its own cost and replacement shall be supplied at no additional cost to ES program. A load test will be required at the final delivery site before handover and technical acceptance of the equipment.

3.4 Extent of Obligation

The subcontract award does not obligate any funds. ES is obligated only to the extent of works implemented under the contract's agreed upon bill of quantities

3.5 Documents Comprising the Proposal

All documents necessary to complete the information required to assess the Offeror's capability as stated in the "Evaluation Criteria" of this proposal.

The Proposal submitted shall comprise of two separate files with the following inside:

First File TECHNICAL:

1. Technical Specifications according to section 2.1
2. Past Performance information/supporting documentation.
3. Estimated Delivery Time from the issuance date of the contract.
4. Registration

Second File COST:

Detailed cost proposal (signed and stamped).

GENERAL REQUIREMENTS: The selected offeror must provide all requested information and fulfill all conditions requested.

Offers that do not fully meet any of the requirements listed below will be disqualified/rejected.

- The Company must complete Due Diligence Questionnaire if selected for award within 5 days
- The Company must have a DUNS number or obtain one within 5 days of being notified of selection. DUNS number can be obtained as below:
 - DUNS Website: <http://fedgov.dnb.com/webform> (This is a must for USAID funded awards)
 - YouTube tutorial on Getting a DUNS number: <https://www.youtube.com/watch?v=DtwYgWr2CJI>
- The Company must be registered in SAM.gov as one of the security requirements.

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- SAM website: <https://sam.gov/SAM/>. In some cases, SAM registration will also be required in order to receive federally funded award.
- YouTube tutorial on Registering Your Business with Federal System for Award Management SAM: <https://www.youtube.com/watch?v=4ucwm8sGycw>

The Offeror is to complete the Bill of Quantities provided in the proposal package. The Offeror is to complete all items in the Bill of Quantities. Offered Unit Price shall be inclusive of transportation to delivery location.

The Offeror's technical capability component will be evaluated first. If the technical proposal is deemed unresponsive/unacceptable, the price/cost proposal will not be opened.

Note: If any information provided by the Offeror is found to be false, the Offeror shall be immediately **disqualified** and shall not be allowed to participate in any future ES Program Request for Proposal.

SECTION 4 – SPECIAL REQUIREMENTS

4.1 Offer Validity and Details

The offer must be valid for 90 days (three months) and must include, but not limited to, fixed price bill of quantities and technical specifications. US manufactured products or technology are not accepted for this tender.

4.2 Authorized Geographic Code

The authorized geographic code of procurement of good under this RFQ is "935". As set forth in 22 CFR 228, code 935 is defined as any area or country including the recipient country, but excluding any country that is a prohibited source.

4.3 Delivery Terms

- a) Items must be according to Bill of Quantities and Technical Specifications ordered
- b) Items must be officially tested.
- c) Items must be verified and accepted by ES Engineers before final payment.

4.4 Quality Requirements and Certificates

Equipment must fully comply with the required specifications as per above mentioned clauses. Any deviation from standard models will be rejected unless justified and approved in advance by ES Engineers. Quotation must include **Country of Origin (Non-U.S. Origin)** for each component of the equipment. Bidders must provide proper test and quality documents for the equipment. Required certificates are:

- Provide full supplier name, address, names of owner, financial manager, operations officer, and any other key employees for this project, for vetting purposes.
- Attach a valid copy of legal registration certificate (Arabic version is acceptable).
- Attach a copy of the manufacturer's warranty certificates.
- Attach a copy of catalogues for each item showing its brand and model number.

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- Provide certificates to international and local standards.
- Company profile includes the past performance with other NGOs/INGOs for the similar activities.

4.5 Penalty on Late Delivery

ES reserves the right to impose penalty/late delivery charges at **1% per** day on the total value of undelivered works/equipment and that this amount may be deducted from the due payment of bills. However, total amount of penalty may not exceed **15%** of total cost of that particular. If delivery is delayed beyond **15 days** of the agreed upon delivery date, ES reserves the right to Terminate the subcontract for Default.

4.6 Payment Terms

Payment will be made within 30 days after verification that the requested equipment has been delivered on the designated site, tested and accepted by ES Engineers at the location specified in the contract and after the submission of proper invoices.

ES is not liable for any damage or loss of property that may result prior to delivery, verification and/or acceptance by ES technical team.

4.7 Progress Reporting

This procurement will not include any reporting.

4.8 Site Access

Supplier shall deliver to the designated site as instructed by the ES technical team and included in the contract. As the delivery is to Hajin, the supplier shall deliver to the city and coordinate with ES team for exact location in the city.

4.9 Security

The Supplier acknowledges the importance of security considerations in performing the Work and agrees to comply fully with USAID and ES program security requirements. The Supplier shall be fully responsible for security of the equipment during delivery and until proper handover to ES program staff is complete. Any handover between local authorities and the Supplier shall be coordinated through ES program. The costs of such security compliance shall be included in the proposal. Should any security issues arise, the Supplier will be responsible for coordinating directly with the appropriate local authorities and keeping ES program informed of any issues and communications with local authorities.

4.10 Quality Control Plan

Supplier shall submit official items testing results at factory for ES team approval. Designated ES team reserves the right to attend the testing on the expense of the supplier. Nevertheless, the supplier shall coordinate when asked for all necessary logistical arrangements for the ES team access to testing site (factory, lab, or any other testing facility).

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4.11 Changes

A) FAR 52.243.1 (**Changes Fixed Price** (Aug 1987)) shall apply to the Subcontract. (References to the Contracting Officer therein shall be deemed to mean the **Director of Grants and Contracts**)

(a) The ES Director of Grants and Contracts may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this subcontract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the ES Contracting Officer shall make an equitable adjustment in the subcontract price, the delivery schedule, or both, and shall modify the subcontract.

(c) The Supplier must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the ES Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the subcontract.

(d) If the Supplier's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property. (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Supplier from proceeding with the contract as changed.

4.12 Discoveries

Supplier shall immediately notify the Director of Engineering in the event that anything of historical, cultural, archeological, natural or other interest or of significant value is discovered on the Site, and shall carry out the Director of Engineering's instructions for dealing with such items.

4.13 Safety

Supplier shall be solely responsible for the safety of equipment and items. In addition, and without prejudice to the foregoing, Supplier shall ensure strict compliance with any Accident Prevention Plan and Health and Safety Plan, as well as (to the extent not inconsistent with the foregoing) any safety-related information submitted with Supplier's bid. In addition to any other measures reasonably directed by ES, Supplier shall, at a minimum, ensure that all working personnel have [i] all necessary personal and protective equipment, including hard hats, protective glasses and working shoes, as well as hording around the work area; and [ii] all necessary safety measures are in place to ensure site safety during the implementation of the Works, including installed warning signs appropriate for the conditions and locations of the Works. When obtaining required goods, materials, and performing all Subcontract Work, the Supplier shall bear in mind the fact that the Works to be constructed will directly affect and be crucial to the preservation of, human health, safety and security, and shall seek to ensure achievement of a level of quality and functionality commensurate with the seriousness of the endeavor. The costs of all required safety measures shall be deemed included in the Works Price.

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4.14 Labor Disputes

Supplier shall immediately notify ES Director of Grants and Contracts and Director of Engineers (providing all relevant information) whenever it knows, or has reason to know, that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Subcontract.

4.15 Employees

Prior to recruiting or employing U.S. citizen, U.S. lawfully admitted permanent resident alien, or third-country national employees to perform the Work, Supplier shall consult with ES, which will supply certain mandatory special provisions required by U.S. Government laws, regulations, rules and policies. Compliance with such special provisions shall be without additional cost to the Subcontract, except as otherwise agreed by ES in advance.

4.16 Manuals and Drawings

If “as built” drawings and/or operating and maintenance manuals are required, Supplier shall supply them in a form and substance acceptable to ES by the date specified in the Specifications or the Schedule (failing which, ES reserves the right to withhold an appropriate amount from payments otherwise due pending submission of acceptable items). Reports, data, and other information and documentation (including any drawings) prepared or collected by Supplier and its Lower-Tier Suppliers in connection with the Subcontract and the Works shall be considered the property of ES (on behalf of itself and/or USAID) and shall not be reproduced, disseminated or discussed in open forum, other than for purposes of completing the Works, without ES approval. All findings, conclusions and recommendations shall be considered confidential and proprietary to ES.

4.17 Restrictions on Certain Purchases

Unless otherwise approved by ES, Supplier shall not acquire supplies or services for use in constructing the Works from Cuba, Iran, North Korea, or Syria.

4.18 Logistics Support

Supplier and its employees and consultants are not allowed to use ES or USG facilities (e.g., office space), equipment or personnel (including security) in constructing the Works except to the extent that ES expressly approves such use in advance. If at any time it is determined that such use has nevertheless occurred without approval, ES may, at its sole option, deduct the value of such facilities, equipment or personnel from any payment(s) otherwise due to Supplier.

4.19 Relationships

AIDAR 752.7013, SUB-CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989), paras. (a) – (e) apply to the Subcontract. The Parties recognize the U.S. Ambassador’s right to direct the discharge from the Subcontract of any third country or Cooperating Country national if, at his or her discretion, the interests of the USG so require. Under these circumstances, replacement of an employee by an acceptable substitute shall be at no cost to ES or USAID.

4.20 Communications

All communications with USAID or other USG agency, the Cooperating Country Government or the End User concerning the Subcontract shall be made through ES except as otherwise approved. Supplier is called Abdali | Boulevard building #1 (SGBJ) | Floor 5 | Ayla street | PO Box 3732 | Amman 11821 Jordan |
T: 962 6 5563399

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upon by any of the foregoing to communicate directly regarding the Sub-contract, Supplier shall notify and consult with the Director of Engineering before responding.

4.21 No Encumbrances

Supplier shall not pledge, assign, hypothecate, lien, or otherwise encumber the plant, equipment, materials and supplies used or for use in performing the Subcontract. Any such encumbrances shall be void vis-à-vis ES, USAID, the Cooperating Country Government and the End User.

4.22 Compliance with Law

In performing its obligations and exercising rights pursuant to the Subcontract, Supplier shall comply with all applicable laws, regulations, rules and requirements (including safety codes, and the like) as amended from time. All risks and costs of achieving such compliance shall be for Supplier's account; the costs shall conclusively be deemed to be included in the Works Price.

4.23 Environmental Compliance

Supplier shall construct the Works in such a manner as to minimize the pollution of air, water or land; to control noise and dust; and to safeguard other aspects of the environment in accordance with all applicable Cooperating Country environmental laws and regulations, as well as any mitigating measures described in the Specification of the Works and any additional measures prepared and notified to Supplier by ES.

4.24 Disabled Persons

In performing the Subcontract, Supplier shall not discriminate against persons with disabilities, and shall demonstrate a comprehensive, consistent approach to including men, women and children with disabilities.

4.25 Insurance, Risk and Title

(a) In addition to such other policies and coverages customarily secured by a prudent company engaged in implementation of projects comparable to the Works in Syria, Supplier shall provide, in the joint names of ES and the Supplier, insurance cover from the Start Date to the end of the Defects Liability Period, as follows:

[i] loss of or damage to the Works and any associated equipment, materials or supplies; and

[ii] loss of or damage to property other than [a] in connection with the Subcontract.

In addition, and without prejudice to the generality of the above, except to the extent (if any) otherwise specifically stated in other Article(s) of the Subcontract, Supplier shall retain all risk and title to plant, equipment, materials and supplies for incorporation into the Works until they have been accepted by ES.

(b) Insurance policies and certificates shall be delivered by the Supplier to the Director of Engineering for the latter's approval prior to the Start Date. All such insurance shall provide for compensation (unless and only to the extent otherwise approved by ES) to be payable in U.S. dollars.

(c) If Supplier does not provide one or more of the required policies/certificates, ES may affect the insurance which Supplier should have provided and deduct the premiums from payments otherwise due to Supplier, or, if no such payments are due, ES may require Supplier to refund the cost.

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(d) Supplier shall maintain the insurance required by this Article until the end of the Defects Liability Period and shall not make any changes to the policies without the approval of the Director of Engineering and Director of Grants and Contracts.

4.26 Defects Liability

ES will notify Supplier in writing of Defects identified during the Performance Period. Supplier shall correct each such Defect within the time specified in the notice. For each part of the Works for which a Defect is required to be corrected during the Defects Liability Period, the Period shall be deemed extended for a period of 1 (one) year from the date of correction. Unless otherwise instructed or approved, Supplier shall ensure that all required or otherwise provided warranties shall run to [i] ES, [ii] USAID, and [iii] the Cooperating Country Government. Defects Liability Certificates confirming successful correction of identified Defects will be issued by ES as earned.

4.27 Offsets

ES reserves the right, at any time, or from time to time, to deduct from any payment otherwise due to Supplier all or part of any amount, whether in connection with the Subcontract or any other agreement, that ES determines it is owed by Supplier. ES will use this authority cautiously and fairly, providing advance written notice and an opportunity to comment whenever deemed practicable in ES's sole discretion (if prior notice is deemed impracticable, ES will give notice subsequently).

4.28 Taxation

(a) FAR 52.229-6, TAXES-FOREIGN FIXED-PRICE CONTRACTS (JAN 1991) applies to the Subcontract. In addition, and without prejudice to the foregoing, the additional guidelines set forth in paragraphs (b) – (d) shall also apply.

(b) According to USAID, pursuant to agreements between the USG, the Jordanian Authority (“JA”) and the Government of Jordan (“GOJ”), all imports and expenditures under the Subcontract by Supplier and any Lower-Tier Suppliers will be exempt from JA Value-Added Tax (“VAT”) and customs duties and from GOJ customs duties if Supplier and the Lower-Tier Suppliers are “non-local.” In accordance with FAR 52.229-6(c), if Supplier or any Lower-Tier Suppliers meet the definition of “non-local,” they are required to [i] make all reasonable efforts to avoid Jordanian VAT at the point of sale and [ii] exclude Jordanian VAT and Jordanian and GOJ customs duties from the Price and the price of the pertinent Lower-Tier Subcontracts. For purposes of this paragraph, “non-local” means that a firm is present in Syria solely for the purpose of performing work financed by USAID or other tax-exempt foreign donors.

(c) Organizations that are not “non-local” may not qualify for the above exemptions. However, for each year (covering October 1 to September 30) within the Performance Period, Supplier shall submit to ES, and have its “non-local” Lower-Tier Suppliers submit, an annual report of JD-assessed VAT and customs duties on Subcontract-financed commodity purchase transactions. This report must be filed by March 15 of the year following. ES will provide Supplier with detailed guidelines regarding this report.

(d) The Supplier is responsible to submit to ES ZERO VAT invoices. ES will facilitate the VAT exemption process through notifying the Jordanian Authority with the signed subcontract information.

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4.29 Severability

If any Subcontract provision(s) is/are determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, as if the Subcontract had been executed with the affected provision(s) eliminated.

4.30 Survival of Provisions

In addition to the rights and obligations which may survive as expressly provided for elsewhere in this Subcontract, the other provisions which by their nature should survive shall do so and continue after any termination hereof.

4.31 Limitation on Damages

If a claim for damages or a right to any other form of relief, whether based on contract, indemnity, negligence or otherwise should arise in connection with the Subcontract, the claiming Party shall take all necessary measures to mitigate the damages or loss to the extent that this can be accomplished without unreasonable cost or inconvenience. In no event shall any such claim or relief include or permit recovery of exemplary, punitive or consequential damages, however described.

4.32 Subcontracting with Government or Quasi-Government Entities – August 17, 2005

No subcontracting with any government or quasi-government entity shall be conducted under this subcontract unless a specific waiver is approved for this purpose.

4.33 Exclusive Agreement

This Subcontract is the exclusive agreement between ES program and Supplier pertaining to the subject matter hereof. It supersedes all prior agreements, understandings, communications, negotiations and discussions, whether oral, written or electronic. No purported trade usage, custom, course of dealing or verbal statements of any kind shall be binding upon ES program.

4.34 Third Parties Not to Benefit

This Subcontract is for the benefit of the Parties hereto, and is not intended to create, nor shall it be deemed to create, any rights in or on behalf of or responsibilities of the Parties to any other person, entity or third party, except as may be otherwise specifically stated herein.

4.35 Cross Border Shipments

Any items being shipping across the Iraq (Fyshkhabour) – Syria border under this program must be pre-notified to ES program for coordination with local authorities. Notification must be made to ES program at least 10 working days in advance.

4.36 Termination for Convenience

ES reserves the right to terminate this subcontract, or any part hereof, for its sole convenience. In the event of such termination, the Supplier shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and Suppliers to cease work. Subject to the terms of this contract, the Supplier shall be paid a percentage of the Subcontract price reflecting the percentage of the work performed prior to

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the notice of termination, plus reasonable charges the Supplier can demonstrate to the satisfaction of BES using its standard record keeping system, have resulted from the termination. The Supplier shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. The Supplier shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

4.37 Termination for Default

ES program may terminate this subcontract, or any part hereof, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any contract terms and conditions, or fails to provide ES program, upon request, with adequate assurances of future performance. In the event of termination for cause, ES program shall not be liable to the Supplier for any amount for supplies or services not accepted, and the Supplier shall be liable to ES program for any and all rights and remedies provided by law or this Contract. If it is determined that ES program improperly terminate this subcontract for default, such termination shall be deemed a termination for convenience.

SECTION 5 – EVALUATION CRITERIA AND AWARD TERMS

ES program will evaluate the substantially responsive proposal in relation to the Offeror’s relative capability and ability to perform the requirements of this RFQ:

1. Technical Specifications. (ANNEX 3: Evaluation Criteria)
2. Past Performance.
3. Delivery Time.

ES program reserves the right to ask for additional clarification on the prices submitted for individual BOQ line items.

ES program intends to award the Subcontract on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

The **submitted technical information will be evaluated based on passing scoring minimum of 70% of each of the technical evaluation criteria as per the table below** by a Technical Evaluation Committee (TEC) using acceptability standards. The technical criteria listed below are presented by **major category in order of importance** so that Offerors are aware of which areas require emphasis in the preparation of proposal:

Technical Evaluation Criteria	Percentage %
Technical Specifications	70
Past Performance	15
Delivery Time	15

ES program will compare the financial/price of Offerors that were technically qualified and select the Offeror that submitted the Lowest Price.

1. Terms and Conditions:

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- Issuance of this RFQ for this tender does not constitute an award commitment on the part of the ES program, nor does it commit ES program to pay for costs incurred in the preparation and submission of a bid.
- USA made items will not be accepted for this RFQ.
- ES may contact bidders to confirm contact person, address, bid amount, specification, clarification of elements of the bid, and to confirm that the bid was submitted for this solicitation.
- Bidders must provide full, accurate and complete information as required, and failure to do so will result in disqualification of the vendor.
- Bidders must provide disclosure of any past, present or future relationships with any parties associated with the issuance, review or management of this solicitation and anticipated award. Failure to provide full and open disclosure may result in ES having to re-evaluate selection of a potential Bidder.
- ES also reserves the right to reject any or all proposals received without explanation.
- Bids/Official Offers become the property of ES and thus reserves the right in its sole discretion to disqualify any offer based on Bidder's failure to follow instructions; extend the time for submission of all RFQ responses after notification to all Vendors; terminate or modify the RFQ process at any time and re-issue the RFQ or award only part of the RFQ or issue multiple awards.

2. Submission Instruction:

Bidders are requested to submit signed, stamped and dated offers. Quotations shall be submitted on Bidder's letterhead and signed by the authorized company representative.

As a minimum, offers must reflect the following:

- The RFQ reference number;
- The name, addresses (street, email, other), and telephone number of the Bidder;
- A detailed technical description /specification of the equipment being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- Terms of any offer related warranty;
- Price, including transport, as applicable;
- Summary price table of unit prices;
- "Remit to"/ "Submit to" address, if different than mailing address;
- Manufacturer warranty of the equipment;
- Manufacturer catalogues showing brand and model.

3. Questions/Clarification Requests:

Questions related to this RFQ shall be submitted in writing to ES Procurement, via email: Tenders@esprogram.org by the time and date listed on the cover page.

(!!!) VERY IMPORTANT

THE CONTRACT/PURCHASE ORDERS RESULTING FROM THIS SOLICITATION MUST BE SIGNED BY BOTH PARTIES IN ORDER TO BE CONSIDERED VALID AND IN FORCE.

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ALL COSTS ASSOCIATED WITH, BUT NOT LIMITED TO, PRODUCTION, PREPARATION AND/OR DELIVERY OF GOODS OR SERVICES, INCLUDING DELIVERIES, ACCEPTED BY ES PROGRAM STAFF, WITHOUT A FULLY EXECUTED (SIGNED BY BOTH PARTIES) CONTRACT/PURCHASE ORDER, ARE AT THE VENDOR'S RISK ONLY. ES SHALL NOT PAY FOR ANY COSTS, WITHOUT LIMITATION, ASSOCIATED WITH PRODUCTION, PREPARATION OR DELIVERY OF GOODS AND/OR SERVICES UNDER THIS OR ANY OTHER CONTRACT/PURCHASE ORDER, WHICH HAS NOT BEEN SIGNED BY BOTH PARTIES

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Offeror shall sign and submit the below certifications with it Price Quotation.

Certification Regarding Debarment and Suspension

- (1) Contractor certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) b. of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Business Name: _____

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date



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Certification Regarding Lobbying

By signing this contract, the Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any US agency, SES II, a member of US Congress, officer or employee of US Congress, or an employee of a member of US Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Business Name: _____

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

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Certification Regarding Terrorist Financing

By signing and submitting this application, the Contractor provides and is bound by the certification set out below:

1. Contractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable Contractor to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, Contractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at www.epls.gov or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by SES II to Contractor.

b. Before providing any material support or resources to an individual or entity, Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, Contractor should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

c. Before providing any material support or resources to an individual or entity Contractor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. Contractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification:

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

b. "Terrorist act" means-

i. an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site:

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- ii. <http://untreaty.un.org/English/Terrorism.asp>); or
 - an act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
 - iii. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless Contractor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. Contractor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by Contractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless Contractor has reason to believe that a Vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- f. *Any violation, notified or discovered, of this Certification prior to completion of the contract work shall be grounds for voidance of the contract in its entirety by SES II and no costs shall be recoverable by the Contractor. Any violation of this Certification, notified or discovered after any of the Work has been performed under this contract shall result in immediate termination of this contract by SES II and no payments for any Work performed or goods delivered prior to such termination shall be made without express written approval of USAID.*

Business Name: _____

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

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ANNEX 1 BILL OF QUANTITIES

One Diesel Power Generator

Item Description	Unit of Measure	Unit Price in US\$
Diesel engine drives electric alternators, 490-510 KVA Prime Power, 400/230V, 3phase, 4 wires, 50HZ, 1500 rpm, and 0.8 PF, with sound/weather proof canopy.	Piece	

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ANNEX 2 TECHNICAL SPECIFICATIONS

One Diesel Power Generator.

Diesel Engine Specifications

No	Component Name	Required Specification
1	Cooling system	Water cooled with fan and radiator
2	Radiator	The radiator shall be heavy duty with fan, corrosion resistant
3	Speed	1500 RPM
4	No. of cylinders	Multi cylinders
5	Over load capacity	The engine should be capable of providing 10% overload for 1 hour for every 12 hours continuous running at full load
6	Fuel System	Injection Diesel
7	Engine protective devices	The engine shall be equipped with protective devices to provide warning and automatic shut-down under the following conditions: <ul style="list-style-type: none"> a) Low lubricating Oil pressure b) High engine temperature c) High Oil temperature d) Fail to start e) Over speed / under speed f) Low Battery voltage g) Dynamo charger fail
8	Degree of protection	IP23 or better

Alternator specification

No	Component Name	Required Specification
1	Alternator	<ul style="list-style-type: none"> a) the alternator shall be three phases, 0.8 PF (lag), four wires, 400/230V \pm5% with a frequency of 50Hz, star connected b) the alternator shall be self-exciting c) the alternator shall be automatic voltage regulator (AVR)
2	Insulation level	Class H

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3	Generator Control Panel	<p>The control panel shall be fitted on the generator set and shall able to function as follows:</p> <ol style="list-style-type: none"> a) Automatically start up and stop the generator set from automatic transfer switch (ATS) b) Supervise, monitoring all genset devices and parameters and react for any abnormal condition c) Automatic battery charger d) The panel shall contain the following operation mode: <ol style="list-style-type: none"> 1) Auto operation made 2) Manual operation mode 3) Test operation mode 4) Off mode
4	Control And Display Unit	<p>Digital instrument (measuring and display):</p> <ol style="list-style-type: none"> a) AC (Line-Line/Line to neutral) Voltage values monitoring display b) AC Current per phase values monitoring display c) KVA, KW/phase and total KWH and Power factor d) Frequency and speed values monitoring, display e) Running hour for the generator set f) Battery DC voltage display g) Battery charging DC ampere h) Oil pressure value <p>Indicator, alarm lights and protection for:</p> <ol style="list-style-type: none"> a) Fail to start (LED) b) G.S working normal (LED) c) High engine temperature (W+SD) d) Low Oil pressure (W+SD) e) Battery charge fail (W) f) Over/under speed (W+SD) g) Over/under frequency (W+SD) h) Low water level (W) i) Over/under voltage (W+SD) j) Over load and short circuit (Trip MCCB+SD) k) Dynamo charge fail (W) l) Emergency stop (SD) m) Phase sequence (SD) <p>Any alarms (warning and shut down) occurring shall be interpreted as an alphabetic comprehensive text message in display.</p>

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5	Protection device	<ol style="list-style-type: none"> 1) Genset output circuit breaker with adjustable overload protection 4 poles (MCCB), level protection at least (IP22) 2) Suitable MCBs or fuses protection for all AC/DC circuit
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Notes

- 1- Generator load test shall be conducted in the presence of SES II Essential Services and Livelihoods Coordinators at the final delivery site.

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ANNEX 3 TECHNICAL SPECIFICATIONS EVALUATION CRITERIA

The following technical specifications will be evaluated on a pass/fail basis for the following criteria.

Generation Set:

- Rated Power: 490-510 KVA
- Cooling System: water cooled with fan and heavy duty radiator
- Speed: 1,500 rpm
- Multi cylinders
- Fuel system: Injection diesel
- Degree of Protection: minimum IP23

Alternator:

- Alternator: self-exciting, 3-phases, 0.8 PF
- Alternator frequency: 50 Hz
- Alternator: 400/230 V \pm 5% automatic voltage regulator (AVR)
- Insulation level: Class H

Generator Control Panel:

- Automatic transfer switch (ATS)
- Automatic battery charger

Control and Display Unit:

- Digital Instrument Measuring and Display

Protection Device:

- Genset output circuit breaker with adjustable overload protection 4 poles (MCCB)
- Protection level minimum: IP22

The following two criteria will also be considered in the technical evaluation, each on a scale of 0-15:

- **Past Performance**
- **Delivery Time**