

INVITATION TO BID

**Rehabilitation of Airconditioning System
Green One UN House (GOUNH)
Ha Noi, Viet Nam**



**United Nations Development Programme
June, 2017**

Section 1. Letter of Invitation

Hanoi
June 23, 2017

ITB for Rehabilitation of Airconditioning System in the Green One UN House (GOUNH)

Dear Mr./Ms.:

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 - Scope of Work and Technical requirements
Specifications (Annex 1)
BOQ and drawings downloaded by accessing the below link
<https://drive.google.com/file/d/0B6vTCqete7DfQmQ3V21QRjY3c/view?usp=sharing>
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Form for Bid Security
- Section 9 – Form for Advanced Payment Guarantee
- Section 10 – Contract to be Signed, including General Terms and Conditions
- Section 11 – ITB Annexes
- Section 12 – Submission check list

Your offer, comprising of a Technical Bid and Price Schedule, together in a sealed envelope, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme
procurement.vn@undp.org
Attention: Ms. Tran Thi Hong, Head of Procurement Unit

The letter should be received by UNDP **no later than 30 June 2017**. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Tran Thi Hong
Head, Procurement Unit

Section 2: Instruction to Bidders

Definitions

- a) “*Bid*” refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) “*Bidder*” refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) “*Contract*” refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) “*Country*” refers to the country indicated in the Data Sheet.
- e) “*Data Sheet*” refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) “*Day*” refers to calendar day.
- g) “*Goods*” refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) “*Government*” refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) “*Instructions to Bidders*” refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) “*ITB*” refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) “*LOI*” (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) “*Material Deviation*” refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) “*Schedule of Requirements and Technical Specifications*” refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.
- n) “*Services*” refers to the entire scope of tasks related or ancillary to the completion or

delivery of the goods required by UNDP under the ITB.

- o) “*Supplemental Information to the ITB*” refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP Anti Fraud Policy English FINAL june 2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of

interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

- 7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
- 8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious

manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the

requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder’s response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All bidders are therefore required to submit the following in their bids:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

- 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; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule **must be submitted together and sealed together in one and the same envelope**, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”.
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.
- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders’ names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP’s decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder’s submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder’s submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of

terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

31. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.5 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

32.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or

firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Bidders

DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Green One UN House (GOUNH)
2		Title of Goods/Services/Work Required:	Rehabilitation of Airconditioning System in the Green One UN House (GOUNH)
3		Country:	Viet Nam
4		Minimum Qualifying Criteria (Clauses 9.1 & 9.2)	<p>All items under this clause are required to be submitted by the bidders including:</p> <p>(a) Valid registration certificate/business license</p> <p>(b) List and value of projects performed for the last 5 years with similar nature and complexity, plus client's contact details who may be contacted for further information on those contracts. A minimum number of 3 contracts, implemented over the past 5 years, of a similar nature and complexity must be executed by the contractor (Point 1.3 – ITB Section 6)</p> <p>(c) List and value of on-going projects with contact details of clients and current percentage completion of each ongoing project (Point 1.4 – ITB Section 6)</p> <p>(d) CVs for key personnel proposed for this project (Project Manager; Construction Manager; Technical and Site Manager; Safety Manager; Supervision Engineer.....).</p>
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Not allowed

6	C.20	Conditions for Submitting Alternative Bid	<input type="checkbox"/> Shall not be considered <input checked="" type="checkbox"/> Shall be considered. A Bidder may submit an alternative Bid, <u>but only if it also submits a Bid that meets the base case (i.e., what is originally required by UNDP in this ITB).</u> UNDP shall only consider the alternative bid offered by the Bidder who's Bid for the base case was determined to be a responsive Bid that offers the lowest price.
7	C.22	A pre-Bid conference and site visit will be held on:	Time: 9.30 am (Hanoi time) Date: 4 July 2017 Venue: 304 Kim Ma Street, Ha Noi, Viet Nam Please register your participation at least 1 day in advance to: Ms. Nguyen Thi Hoang Yen Address: 304 Kim Ma Street, Ha Noi, Viet Nam Telephone: +84-4-38500144 E-mail: nguyen.thi.hoang.yen@undp.org Note: Bidders are required to bring ID cards/passports to be able to enter the UN building.
8	C.21.1	Period of Bid Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Required Amount: USD 7,000
10	B.9.5	Acceptable forms of Bid Security	<input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template) <input checked="" type="checkbox"/> Cash (exceptionally, if the other form is not feasible)
11	B.9.5 C.15.4 a)	Validity of Bid Security	120 days from the last day of Bid submission. Bid Security of unsuccessful Bidders shall be returned.
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Allowed up to a maximum of 10% of contract ¹ <input type="checkbox"/> Not allowed
13		Liquidated Damages	<input type="checkbox"/> Will not be imposed

¹ If the advanced payment exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

			<input checked="" type="checkbox"/> Will be imposed under the following conditions: <i>0.1% of contract amount per day of delay, up to a maximum duration of 3 calendar months. Thereafter, the contract may be terminated</i>
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) (for international bidder) <input checked="" type="checkbox"/> Local Currency (for local bidders) <i>Reference date for determining UN Operational Exchange Rate: Bid submission deadline</i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	05 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ²	Focal Person in UNDP: Ms. Nguyen Thi Hoang Yen Address: 304 Kim Ma Street, Ha Noi, Vie Nam Tel: +84-4-38500144 E-mail address dedicated for this purpose: procurement.vn@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Bidders by email and Posting on the website http://www.vn.undp.org/content/vietnam/en/home/operations/procurement/procurement_notices.html
19	D.23.3	No. of copies of Bid to be submitted	Original: 01 Copies: 02
20	D.23.1 b) D.23.2 D.24	Bid submission address	<p>By email: For green environment, this is preferred submission method</p> <p>E-mail address for proposal submission: bidding.vn@undp.org</p> <p>With subject: (Name of bidder) ITB for Rehabilitation of Airconditioning System Green One UN House (GOUNH) (Email ... of ... emails)</p> <p>By hard copy: (within working hours 8.00 am - 5.00 pm Monday - Friday only)</p>

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

			<p>Address for proposal submission:</p> <p>Ms. Tran Thi Hong Procurement Unit UNDP Vietnam 304 Kim Ma Street, Hanoi, Vietnam</p> <p>With envelop subject: (Name of bidder) ITB for Rehabilitation of Airconditioning System Green One UN House (GOUNH) (Email ... of ... emails)</p> <p>When submitting hard copy proposals, please call one of the following staff to receive hard copy proposal when you are at the GOUNH, 304 Kim Ma, Ha Noi:</p> <ol style="list-style-type: none"> 1. Ms. Nguyen Thi Hoang Yen, Procurement Associate - Tel: +84-4-38500200 2. Ms. Tran Thi Hong, Head of Procurement Unit Tel: +84-4-38500144 3. Ms. Ngo Thi Bich Thuy, Administrative Associate Tel: +84-4-38500187 <p>The bidder is requested to sign a bid submission form when delivering proposal.</p> <p>Note:</p> <ul style="list-style-type: none"> - For both submission methods, please send separate email to procurement.vn@undp.org to notify that you already submitted proposal and the number of email submitted (in case submitted by email). - Notification emails should be sent to above email right after you submit proposals and before the submission deadline. <p>UNDP will acknowledge receipt of the proposals within 2 working days from the submission deadline. In case you do not receive acknowledgement, please contact us within 3 working days after submission deadline.</p>
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21	C.21.1 D.24	Deadline of Bid Submission	<p><u>Date and Time for submitting bid:</u> 5 p.m. July 17, 2017 (Hanoi time)</p> <p><u>Date and time for submitting password to open bid submitted via email:</u> On 18 July 2017 before 5:00 PM (Hanoi time)</p>
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: <i>bidding.vn@undp.org</i> <input checked="" type="checkbox"/> Format: Drawings in Autocad, other files are in PDF, password protected <input checked="" type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 <input checked="" type="checkbox"/> Max. File Size per transmission: 07 MB <input checked="" type="checkbox"/> Time Zone to be Recognized: GMT +7 <input checked="" type="checkbox"/> Other conditions: <i>In case submitted by hard copy, please include CD ROM containing all contents corresponding to hardcopy, as well as Bills of quantities in excel format, drawings in Autocad file, the other files in PDF format</i>
24	D.23.1 c)	Date, time and venue for opening of Bid	<p>Date and Time: July 19, 2017 3:00 PM Venue : 304 Kim Ma Street, Hanoi, Viet Nam</p>
25		Evaluation method to be used in selecting the most responsive Bid	<input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical and qualification Requirements; and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Copy of recent audit report and copy of Accounts Receivable and Payable report for 2015 and 2016 with current and quick ratio <input checked="" type="checkbox"/> List of owned and rented equipment (Point 2.2 ITB Section 6) <input checked="" type="checkbox"/> List of sub-contractors (Point 2.5 ITB Section 6) <input checked="" type="checkbox"/> List of key staff assigned to work for this project with their CVs (Point 3.2 & 3.3 ITB Section 6) <input checked="" type="checkbox"/> Statement method for each step <input checked="" type="checkbox"/> Plan of construction quality management and

			<p>construction safety management</p> <p><input checked="" type="checkbox"/> Quantity of essential machine, equipment and personnel used on site during construction</p> <p><input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</p> <p><input checked="" type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures, if any</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top three (03) Clients in terms of Contract Value the past 5 years</p> <p><input checked="" type="checkbox"/> List and value of projects performed for the last 5 years with similar nature and complexity (Point 1.3 – ITB Section 6)</p> <p><input checked="" type="checkbox"/> List and value of on-going projects with contact details of clients and current percentage completion of each ongoing project (Point 1.4 – ITB Section 6)</p> <p><input checked="" type="checkbox"/> Detailed timetable to project schedule</p>
27		Other documents that may be Submitted to Establish Eligibility	See submission checklist
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	See submission checklist
29	C.15.2	Latest Expected date for commencement of Contract	February 1, 2018
30	C.15.2	Maximum Expected duration of contract	6 months
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Bidder only
32	F.34	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria</u></p> <ol style="list-style-type: none"> 1. Non-discretionary “Pass” or “Fail” rating on the detailed contents of Technical Specifications 2. Compliance on the following qualification requirements:

			<ul style="list-style-type: none"> ☑ Minimum no. of years of experience in similar contracts: 3 years ☑ Financial capability to undertake this project based on (i) most recent audit report and (ii) copy of Accounts Receivable and Payable report for 2015 and 2016 with current and quick ratio ☑ Appropriateness of owned and rented equipment ☑ Appropriateness of statement method for each step ☑ Appropriateness of plan of construction quality management and construction safety management ☑ Appropriateness of quantity of essential machine, equipment and personnel planned to be used on site during construction ☑ Minimum no. of similar projects undertaken over the past 5 years: 3 projects ☑ Compliance of Bid to the Technical Requirements; ☑ Maximum amount of work to give sub-contractors is 30% ☑ Appropriateness of the Implementation Timetable to Project Schedule; ☑ Qualification of the Project Manager to directly coordinate with UNDP: <i>Relevant technical qualifications and minimum 3 years experience on the post with contract(s) of similar size</i> ☑ Qualification of all other key personnel to be assigned to the contract: Relevant technical qualification and minimum 3 years experience on the posts with contract(s) of similar size <p style="text-align: center;">3. Lowest price offer of technically qualified/responsive Bid (passing criteria 1 & 2 above)</p>
33	E.29	Post qualification Actions	<ul style="list-style-type: none"> ☑ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ☑ Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; ☑ Inquiry and reference checking with

			<p>Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p> <p><input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;</p> <p><input checked="" type="checkbox"/> Others <i>[click here to specify]</i></p>
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Contract signed by both parties
35		Payment terms	<p><input checked="" type="checkbox"/> 10% of contract amount upon contract signing</p> <p><input checked="" type="checkbox"/> 10% upon submission with UNDP acceptance of shop drawings, technical catalogue, data and calculation of the proposed equipment and materials</p> <p><input checked="" type="checkbox"/> 40% upon submission of copy of purchase orders of required equipment and materials</p> <p><input checked="" type="checkbox"/> 20% contract value upon completion of testing and commissioning with UNDP acceptance</p> <p><input checked="" type="checkbox"/> 5% upon submission with UNDP acceptance of operations and maintenance manual including as-build documents</p> <p><input checked="" type="checkbox"/> 5% at the end of maintenance period of 6 months from handover date</p> <p><input checked="" type="checkbox"/> 10 % at the end of defects and liability period (one year from handover date)</p>
36		Conditions for Release of Payment	<p><input checked="" type="checkbox"/> Official invoice and</p> <p><input checked="" type="checkbox"/> Conditions specified in each payment milestone indicated in payment terms above</p>
37		After-sale services required	<ul style="list-style-type: none"> - Maintenance service of 6 months from hand-over date - Defects and liability period of 1 year from hand-over date

Section 3: Scope of works and Technical requirements

1. THE PROJECT

The proposed project is the rehabilitation of Air Conditioning System of GREEN ONE UNITED NATION HOUSE located at 304 Kim Ma, Hanoi, Vietnam.

2. PROJECT DESCRIPTION

2.1. OBJECTIVE

General objective of the proposed project is to improve and resolve the lingering indoor environmental quality issues in particular to overheating, noise and stuffiness.

3. SCOPE OF WORKS

3.1. GENERAL

The Contractor is required to demolish, supply, deliver, install, test, commission and set to work the systems complete with all necessary permits, ancillary and items, whether expressly indicated on the drawings or specification or not.

3.2. PERMITS AND AUTHORITY APPROVAL

The Contractor shall be responsible for securing all types of permits and statutory approvals deemed necessary for the contract implementation and occupancy.

It shall include construction permit, PCCC licenses (if deemed necessary) before, during and after the works.

3.3. DEMOLITION AND RESTORATION WORKS

The Contractor shall;

- Demolish existing ductworks, pipe works, conduits, cables and other accessories not necessary for the rehabilitation works;
- Cut necessary wall and floor openings for pipe/duct penetrations and embedments;
- Restore and make good openings/penetration to acceptable state.

3.4. DESIGN

- The Contractor shall prepare and submit shop drawings and calculation for approval by UNDP.
- The Contractor shall submit technical catalogue, data and calculation of the proposed equipment and materials.
- It shall be the Contractor's responsibility to calculate the resistance head for all fans and verify capacities.

- The Contractor shall ensure that the system operates in accordance to the design intent.

3.5. SUPPLY AND INSTALLATION OF AIR CON SYSTEM

The Contractor shall supply, deliver and install the following:

- a. VRV outdoor and indoor equipment including plinths, equipment foundation and supports;
- b. Refrigerant pipeworks including insulation, joints, trays/glands, hangers/supports and accessories necessary to complete the system;
- c. Ductworks, volume control dampers, fire dampers, insulation, hangers and supports and related accessories;
- d. Condensate drain pipeworks, insulation and accessories;
- e. Equipment electrical works including power supply, controls and accessories;
- f. And others necessary to complete and put the system in operation.

3.6. POWER SUPPLY AND CONTROLS

- The Contractor shall responsible for verifying location, position and sizing of power supply and Building Management System connections.
- It is therefore the Contractor's responsibility to ensure sufficiency of power supply associated with the air conditioning system.
- The contractor shall install necessary cables, conduits, modules, DDC (if any) and other accessories to connect the VRV system to the existing BMS system.
- Provision of manual override switch at Fire Services control room to switch off all fans of the new air conditioning system in the event of a fire alarm.

3.7. NOISE AND VIBRATION

The Contractor is responsible for ensuring noise and vibration criteria are met as defined in the technical specifications and elsewhere in the tender documents.

Noise and vibration control shall include but not limited to the following;

- Check and verify air distribution duct velocities applied;
- Internal duct insulation;
- Wall and floor penetration acoustic treatment;
- Plantrooms noise transmission thru gaps – seals or any other type of noise insulating materials;
- Check, verify and replace AHU and other equipment anti – vibration elements if necessary to meet the required noise level.

3.8. TESTING AND COMMISSIONING

The Contractor shall:

- Develop commissioning plan and procedure;
- Pre-commissioning test of the system;
- Performance and functional test of the system.

3.9. OPERATION AND MAINTENANCE

- The Contractor shall prepare and submit operations and maintenance manual including as-built documents.
- The Contractor shall include maintenance period of **6 months** from hand-over date.
- The Defects and Liability Period shall be **52 weeks** from Hand-over Date certified by UNDP

3.10. OTHERS

- All concrete equipment plinths and concrete piers in plant rooms keyed to the floor slab and graded where required.
- Making good and painting.
- All painting and identification of ductwork, pipework and equipment and the like.
- Necessary Fire Stopping, Contractor shall check and verify fire compartmentalization plan of GOUNH building.

4. COORDINATION AND REPORTS

The Contractor shall report, co-ordinate and furnishes all necessary information as required to the engineer so that works can be carried out without undue delay to the construction programme.

5. PROJECT SCHEDULE

Tenderers must submit detailed working schedule showing clearly all items of works required to finish the scope of works mentioned in the Contract including clear sequence of the works, date of completion, time for preparation of shop drawings and submission, etc.

5.1. PRICING METHOD

Unit price shall include but not limited to: direct costs of materials, labor, machinery, and other direct costs.

Preliminaries shall be quoted in separate bill include all items indicated in the BOQ as well as all necessary works that the Tenderer deem necessary to complete the works.

If there is any unclear or missing detail in tender drawing, Tenderer can request for clarification or Tenderer with their experience and qualification will propose the equivalent detail that is possible to

be executed and fulfil into offer quotation for these additional items. Draft detailed drawing can be enclosed in the Tender

5.2. ALTERNATIVES AND VALUE ENGINEERING

The Tender shall contain at least an offer conforming to Tender documents. However, the tenderer can submit in addition proposed an alternative offer with alternatives material, schedule, etc. or value engineering.

In that case, the alternative offer shall include all necessary information to understand and evaluate the proposal, such as drawings, specifications, unit price, construction method and any other relevant information required in the ITB.

6. LIST OF SUPPLIERS, SUBCONTRACTORS USED FOR THE CONTRACT

Tenderers must make a list of all subcontractors, suppliers of materials, equipments that they intend to use in the Contract using the form “List of subcontractors and suppliers”. Tenderer is not allowed to intentionally add or remove items listed in this list without official Employer’s or Project Manager’s approval or Supervisor.

Amount of works to give subcontractors **shall not exceed 30%** of contract value

7. LIST OF MATERIALS FORMING PART OF THE WORKS

The Tenderer shall clearly state the origin of material, equipment, as well as reference or name (if any) of the material, machinery, equipment that will form part of the Works, using the form “List of material”. The Tenderer shall also provide supporting documents to confirm that those items meet the Tender requirements (such as CO, CQ, etc.)

The origin means the country or territory where the entire production materials, machinery, equipment or processes where the last substantial processing for materials and machinery and equipment in the case of countries or territories involved in the manufacturing process of materials, machinery and equipment there.

8. SITE ORGANIZATION/ORGANIZATON CHART

Tenderers must submit the project organization chart of Tenderers, including name and CV of personnel proposed for participating the project and man month schedule must show the working roles of personnel participating the project: full time or part time. CV of key personnel such as Project Manager, Construction Manager, Contractual Manager, Technical and Site Manager, Supervision Engineer, and Site Leader, Safety Manager and labour safety management system considered oblige parts of tender offer.

9. METHOD STATEMENT

Tenderers must submit specific statement method in tender offer for major items of the works.

- Statement method specific for each step
- Quantity of essential machine, equipment and personnel are used on site during construction.
- Plan of construction quality management and construction safety management
- Any condition or assumption in the offer of Tenderers

9.1. BESIDE THE CONSTRUCTION STATEMENT REQUIRED TO COMPLY WITH SPECIFIED IN THE TENDER DOCUMENTS, THE TENDERER CAN PROPOSE CONSTRUCTION METHODS FOR DIFFERENT ITEMS OF WORK IN ACCORDANCE WITH THEIR ABILITIES AND PROPERTIES OF THE PACKAGE BUT MUST MEET THE TECHNICAL REQUIREMENTS TO COMPLETE THE CONSTRUCTION.

10. PROVISION OF MONITORING AND PROGRESS CONTROLS AND QUALITY ASSURANCE

The contractor has to register all the tool, manpower with GOUNH Common Service (CS) and security team.

UNDP engineer will supervise the works performed by the contractor at site. The next step will only be implemented if the previous step is accepted by UNDP engineer.

The Contractor is required to regularly report to UNDP Engineer on the progress of the work.

The contractor will liaise with the GOUNH Facility Manager in the course of performing the work.

11. DURATION OF THE WORK AND CONTRACT IMPLEMENTATION TIME

- Contractors need to send to GOUNH the list of their personnel working in GOUNH for applying access cards.
- All contractor's personnel will be security screened before coming to GOUNH
- All the works will be carried out after the normal working time of the building (after 6PM to 7:30am next day) and at the weekend or under the arrangement of UNCS team.
- The contractors are responsible for:
 - The health and safety of their personals
 - Keep the clean in their work places during and after completion of their works
- The contractors should follow:
 - The security Regulation of GOUNH
 - the environmental requirements of GOUNH (see GOUNH environmental policy and procedures)
 - the fire protection and firefighting regulations of GOUNH
- All installation works should not affect the normal working of UN staffs
- Contractors must be moved all waste from their works from GOUNH

12. DUTY STATION

- Preparation works: storage for machine, equipment, tool and process the support and any other preparation works will be carried at contractor's workplace.

13. BILL OF QUANTITY, DRAWINGS AND TECHNICAL SPECIFICATIONS

Annex 1: SPECIFICATIONS (Attached)

BOQ, Drawings downloaded by accessing the below link:

<https://drive.google.com/file/d/0B6vTCqete7DfQmQ3V21QRjJqY3c/view?usp=sharing>

14. REFERENCE DOCUMENTS

- 13.1. GOUNH – Contractor Management Environmental Management System (EMS) Procedure
- 13.2. GOUNH – Environmental Management System (EMS) manual
- 13.3. GOUNH - Environmental Policy
- 13.4. GOUNH – fire regulation

13.1. GREEN ONE UN HOUSE (GOUNH)

ENVIRONMENTAL PROCEDURE

CONTRACTOR MANAGEMENT

1. PURPOSE AND SCOPE

This procedure is to encourage the contractors and suppliers who provide services and/or products to or work in the GOUNH's in better awareness and protection of the environment.

2. REFERENCED DOCUMENTS

EP-02: Environmental Aspects and Impacts

3. DEFINITIONS

Contractor: Individuals or businesses providing goods or services to GOUNH Common Services in accordance with the terms specified in the contract. Unlike employees, the contractors do not work regularly for GOUNH Common Services, also known as independent contractors.

4. PROCEDURE CONTENT

a. Products and services

Environmental aspect of all external provided products and services shall be identified and their environmental impacts shall be evaluated in accordance with the procedure EP-02: Environmental Aspects and Impacts.

b. External providers

All external providers shall be evaluated before selection and during the process of providing products and services to the GOUNH. Besides evaluating the providers' environmental impacts according to the form EF-12-01, the following criteria will be used for evaluation:

- External providers may be evaluated of the quality, quantity, types, price, and non-environmental criteria first according to UNDP procurement user guide and financial procedures.
- The providers who get the equal evaluation shall be evaluated of environmental management system:

No.	Items	Score
1.	No	0
2.	Registering for Certification	05
3.	Successfully certified	10

- The providers who get the highest score shall be chosen. In case that the providers have the same score, the delegated officer with procurement authority shall decide.
- During the process of providing products and services to the GOUNH, External providers have

to follow GOUNH's Environmental policy and Procedures and legal requirements. All waste from those processes including the used/defected parts should be brought out of GOUNH and treated/reused by the External providers when GOUNH is not able to handle those waste.

c. Information Exchange

- All contractors providing products or services that have significant environmental impact to the EMS of GOUNH shall be informed about environmental policies and environmental requirements of GOUNH before their provision of products and services.
- These contractors, suppliers to commit to comply with the policies of the Common Service via written commitment EF-16-02.

d. Review of compliance

- In the course of contractors, suppliers operating within GOUNH, the staff and the relevant parts of GOUNH are responsible for monitoring that contractors are compliance with the GOUNH's environment policies and regulations.
- Once every 06 months' period, the level of compliance of contractors and suppliers should be evaluated and recorded in the form EF-16-03.

e. Handling and complaints

- In case there is a violation having a big impact on the environment in GOUNH, the relevant staff should to remind the contractors for correcting the violation. In serious case or fix write nonconformity form should be written.
- If the case of contractors, supplier's recurrent violations of policies and regulations on environment GOUNH CS will complain in writing require corrective action.
- If the violation is not corrected by the contractor in accepted mane GOUNH CS will consider the claim for compensation and/or termination of partnership.

5. ANNEXES AND RECORDS

EF-12-01: Environment Impact assessments for contractors/suppliers

EF-12-02: Reviews the compliance of contractors

EF-12-03: Commit of contractors/suppliers to comply with the policies of the GOUNH CS

13.2 GREEN ONE UN HOUSE (GOUNH)

ENVIRONMENTAL PROCEDURE

ENVIRONMENTAL MANAGEMENT SYSTEM

MANUAL

I. INTRODUCTION

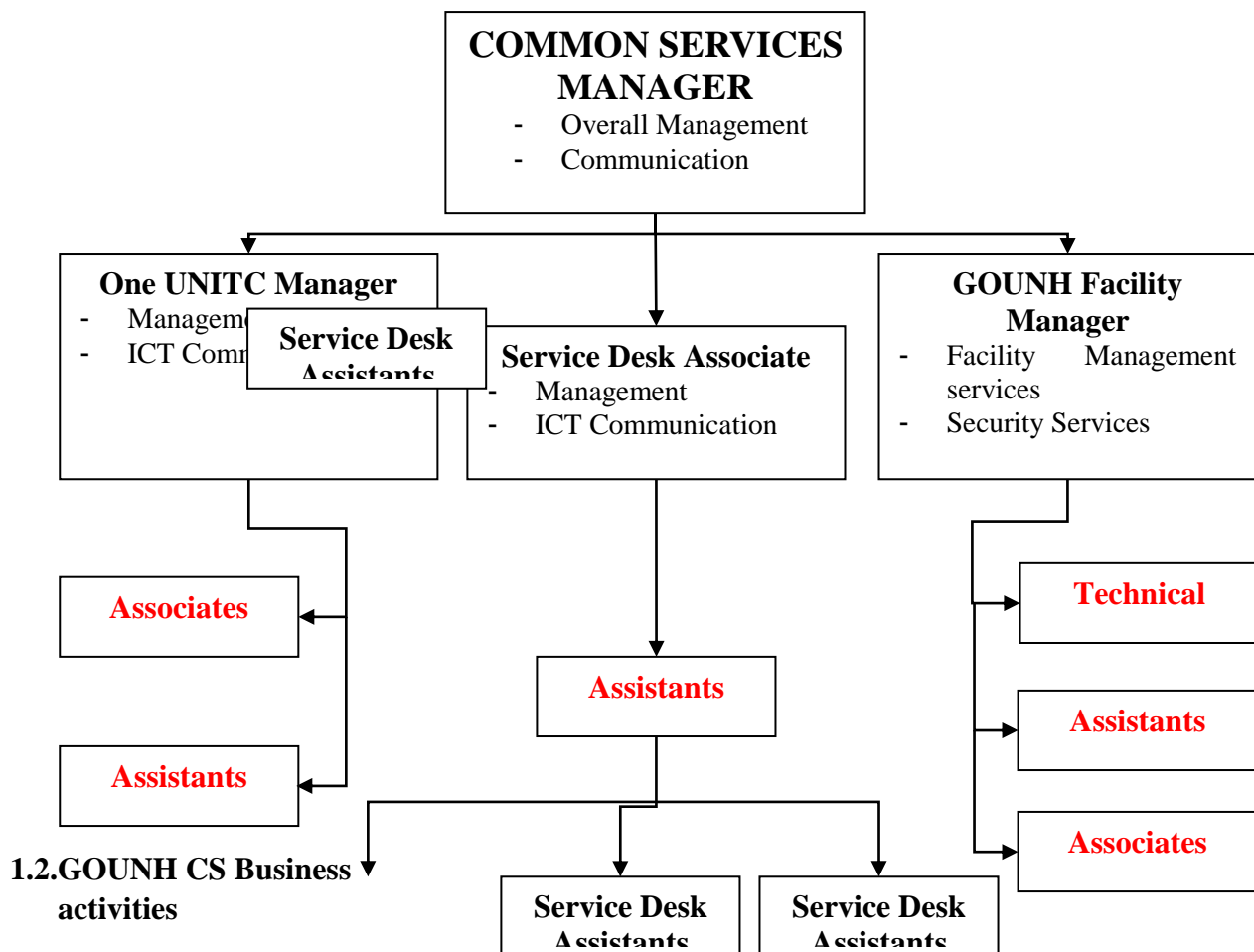
1. Green One UN House Overview

1.1. Brief Description of the Organization

- Organization Name: Green One UN House Common Services Unit (GOUNH CS)
- Organization Location: The GOUNH CS is located at 304 Kim Ma Street, Ba Dinh District, Hanoi, within an area of office buildings, commercial complex, local authorities' offices and schools e.g. Lieu Giai Vincom complex, Singapore International School, Embassy of Japan, the people's committee of Ba Dinh district. The GOUNH CS has its entrance facing to Kim Ma Street, known as one of the very busy street with vehicle traffic.
The Annex-EP-01-01 is the Map showing the location of the building, adjacent constructions and the Location of water discharge outlets.

- GOUNH CS Organization Structure:

Common Services – GOUNH, an established entity by the GOUNH Management Board, constituted by Heads of Agencies located in the House, has administrative mandate to manage the house and some common business operations as agreed by the board. The number of employees may change basing on actual business condition, but normally not exceeding 30 people. Common Services Manager is responsible for Common services operations with 03 unit heads, in charge of IT, Facility and Client Services. Please find Annex-EP-01-02 for GOUNH CS's current organization chart.



GOUNH CS provide tenant services for UN's organizations with approximately 350 UN staffs. Tenant services include all building services, IT services, mail forwarding service, stationery supply, drinking water supply, catering services, cleaning, pest control, gardening, mobile banking service, waste collection, security, local and international telephone, tenant registration service.

To be able to provide and maintain good services for the above UN organizations and their people working in the building, GOUNH CS is using some suppliers. On the other hand, there are contractors who provide services inside the building directly to the people working here.

1.3.GOUNH CS Infrastructure and Equipment

Management system provides all necessary resources to meet all requirements of the ISO 14001-2015, including personal resources, equipment and other needed resources.

Common Services Team is responsible for managing the operation of a building of 6 stories with floor area of 7000 m². The building has been put into operation since April 2015.

GOUNH CS is operating equipment, using energies and water and other materials as well as treating wastes in accordance with related requirements of Vietnam Law. Generally, its system of AC, ventilation and lighting meet all Vietnam applicable standards. The domestic waste water is treated through a system and then discharged to the city waste channel. Besides, almost materials used by GOUNH do not affect the environment.

Please find the below annexes for details of GOUNH's resources for its EMS.

No.	Annex Number	Content
1.	Annex-EP-01-03	General Building Facility Description
2.	Annex-EP-01-04	List of machinery and equipment
3.	Annex-EP-01-05	List of raw materials, fuels and chemicals

1.4.GOUNH CS Environment relating activities

- a. Waste generation: Wastes are generated through the operation of the technical equipment inside the building and the use of the clients working inside the building.
 - General waste: paper, carton, can, glass, printing cartridge, cleaning clothes;
 - Hazardous waste: printing cartridge, maintaining & cleaning clothes, computer batteries, defective lighting.
- b. Waste-water: The waste water consists of:
 - waste water from sinks;
 - treated waste water from WC system;
 - rain water.

The volume of waste water from sinks and from WC is measured through a meter system.

- c. Emissions: GOUNH do not eliminates any hazarded air to the environmental
- d. Noise and vibration: The source of noise and vibration in GOUNH are coming from the operation of the building equipment like chillers, fan, generator. The noise level is measured in GOUNH and is lower the maximal allowed level by the Vietnamese technical standard.

2. Purpose and Applicable Scope

Environmental Manual is the highest directive text-form document on Environmental Management System (EMS) of the GOUNH Common Services (GOUNH CS). It is developed based on ISO 14001: 2015, serving as a guiding and systematic tool, to undertake the authorised mission of Vietnam environment and natural resources protection.

Environmental Manual describes the principles, practical excercises, and procedures that are developed and maintained by the GOUNH CS to demonstrate its moral ascendancy to the concerned parties. The manual will be the guiding principles for the establishment, implementation, maintenance and continuous improvement of its activities in managing the enviroment aspects (EA) and compliance responsibilities; risk management of threats and opportunities and meeting the needs and expectations of interested parties.

The manual is applicable for review, evaluation and improvement in the GOUNH CS to reflect the change of policy, management and procedures. This manual serves as the foundation for the GOUNH CS's efforts in the continuous improvement of EMS and its processes.

This manual, that is regarded as a part of the EMS, is used to develop environmental policies, improve the efficiency of the processes and manage EA and its risks.

In the purpose of clarification, the terminologies and definitions in this handbook includes the requirements of ISO 14001: 2015 and the GOUNH CS plans related to the environment. This includes but is not limited to the integration of EMS with Quality Management System and Occupational Safety and Health and other systems.

II.EMS OF GOUNH CS

1. EMS Scope

The Environmental Management System is applied to the building management services provided to GOUNH customers who are working in GOUNH.

2. Referenced Document

International Standard ISO 14001:2015 – Environmental Management Systems – Requirements with guidance for use.

3. Terms and Definitions

GOUNH CS applies all terms and definitions defined in ISO 14001:2015, clause 3.

4. Context of the Organization

Context of GOUNH CS is determined when we build our EMS and is always kept monitored and considered by our senior management to ensure that all impact of changes on our EMS and our ability to achieve our objectives are controlled.

GOUNH CS is offering working places and relating building management services to many UN organizations. We are now locating in Vietnam, a developing country where environment is considered a hot topic due to many environmental incidents are recently happened. The general awareness of the society of environment and infrastructure is not high.

GOUNH CS determines an environmental vision to contribute its best into environment protection and improvement. GOUNH CS also commits to satisfy all applicable requirements and by all ways try to make influence on interested parties to protect the environment. Please find our Environmental Policy for details of our environmental strategy and commitments.

To realize our above ambitious vision, we keep an eye on our external and internal context to timely meet the changed requirements by interested parties as well as adjust our own system to achieve our environmental objectives which are established annually.

Basing on the context of the organization, GOUNH CS establishes and maintains an environmental management system compliant to ISO 14001:2015, the Scope of which has been defined above in this Manual. And all activities, products and services within the scope are included in our EMS.

GOUNH CS's EMS includes necessary processes and their interaction as described in below parts of this Manual:

Referenced documents:

- EM-01: Environmental Manual and its annexes.
- Annex-EP-01-01: Map of GOUNH
- Annex-EP-01-02: GOUNH CS Organization Chart
- Annex EP-01-03: Building General Facility Description
- Annex EP-01-04: Machinery & Equipment
- Annex-EP-01-05: List of Materials, Fuels & Chemical
- EP-11: Risks and Opportunities Management

5. LEADERSHIP:

5.1 The Leadership and commitment

Top management of The GOUNH CS in Environmental Management System is CS manager.

GOUNH CS's top management and senior management shall always demonstrate their leadership and commitment to EMS by their accountability and responsibilities of the system's effectiveness and completing all tasks designed in the EMS.

Top management:

- establishes environmental policy in line with the strategic direction and the GOUNH CS context
- provides and ensures the availability of needed resources for establishment, implementation, maintenance and improvement of an effective EMS.
- supports other relevant management roles to demonstrate their leadership as it applies to their areas of responsibility
- ensures the integration of EMS requirements into the GOUNH CS's business processes, the implementation of continuous improvement, and promotion of risk based thinking and process approach within the EMS.

5.2 Environmental Policy

Top management establish, implement and maintain an environmental policy as follows:

Environmental Policy for the Green One UN House

The United Nations Office in Vietnam believes in its important duty to ensure good environmental performance in all its business operations and to provide the necessary organisation, commitment and training to fulfil this obligation.

The Head of the Common Services of the Green One UN House firmly believes in, and is committed to monitoring and improving environmental performance, pollution prevention and environmental protection.

The goals to achieve a better environmental performance will be achieved through:

- Incorporating environmental responsibility into all business operations by planning environmental protection, reviewing and developing policy, by setting targets and reviewing and auditing performance.
- Utilising the best available resources to comply with the requirements of existing and future legislation.
- Pursuing continuous improvement in environmental performance, where reasonably practicable, by setting objectives and targets, especially in addressing the areas of resource use, by reducing energy and water consumption, increasing re-use and recycling and improving solid and liquid waste management methods.
- Providing a safe and healthy workplace and ensure that personnel are properly trained with the appropriate safety and emergency equipment.
- Being committed to maintaining effective communication systems on environmental matters through training and improved awareness.

The Common Services Unit will promote these highly important objectives and will continue to respond to enquiries and suggestions from both inside and outside of the House.

All staff and personnel located in the House have responsibilities for policy implementation by participating and contributing to its success through their actions and suggestions

Clement Gba

Manager, Business Operations and Common Services

Green One UN House

Date: 11-Oct-2016

Referenced document

- GOUNH Environmental Policy: EM-00

5.3 Roles, responsibilities and authorities of the GOUNH CS

Top management ensures that the responsibilities and authorities of the relevant positions are established and communicated within the GOUNH CS to facilitate the effective operation of environment management system. Responsibility and authority for:

- ensuring that the EMS is in accordance with the requirements in ISO 14001: 2015; and
- report on the performance of EMS to top management

are assigned. Please find Annex-EP-01-06 for details.

Referenced document:

- Annex-EP-01-06: Responsibilities and Authorities in the EMS
- Annex-EP-01-02: GOUNH CS organization chart

6. PLANNING

6.1 Actions to address risks and opportunities

6.1.1 Risk based approach

The GOUNH CS maintains a procedure to determine the risks and opportunities, related to our environmental aspects, compliance obligations and other issues and requirements that need to be addressed to:

- give assurance that the environmental management system can achieve its intended outcomes;
- prevent or reduce undesired effects, including the potential for external environmental conditions to affect the organization;
- achieve continual improvement.

Within the scope of the environmental management system, GOUNH also determines potential emergency situations, including those that can have an environmental impact.

Referenced document:

- EP-11: Risk Management

- EP-13: Environmental Emergency Response

6.1.2 Environmental Aspects

The GOUNH CS maintains procedures to determine the environmental aspects of its activities, products or services and that it can control and those that it can influence, and their associated environmental impacts, considering a life-cycle perspective. Basing on established criteria, significant aspects are determined. The documents of the following information are always kept updated:

- environmental aspects and associated environmental impacts;
- criteria used to determine its significant environmental aspects;
- significant environmental aspects.

Referenced document

- EP-02: Environmental Aspects and Impacts

6.1.3 Compliance Obligations

The GOUNH CS maintains procedures to:

- determine and have access to the compliance obligations related to its environmental aspects which includes legal and other requirements to which the organization subscribes.
- determine how these compliance obligations apply to the organization;
- take these compliance obligations into account when establishing, implementing, maintaining and continually improving our environmental management system.

Referenced document

- EP-03: Compliance Obligations

6.1.4 Action Plan

Basing on the significant environmental aspects, compliance obligations and risks & opportunities determined in the EMS, The GOUNH CS shall plan to take actions addressing them as well as integration and implementation into the EMS and evaluation of the actions' effectiveness. Actions planned will be considered with taking into account of the GOUNH CS's technological, financial, operational and business conditions.

6.2 Environmental objectives and planning to achieve them

6.2.1 Environmental objectives:

The GOUNH CS establishes and maintains documented objectives and targets that are updated regularly and are coherent with the policy. These objectives take into account the legal and other requirements, significant environmental aspects, technological options and financial, operational and business requirements, and the views of the interested parties.

Referenced document

- EP-04: Environmental Objectives, Targets and Programmes

6.2.2 Action plan to achieve objectives

Programs for achieving the objectives and targets are established and maintained. Programs include what will be done, resources will be required, designation of responsibility for major activities and

the time frame by which they are to be achieved. The programs also include how the results will be evaluated. These programs have the flexibility to be amended at all times and have ability to be integrated into business processes.

Referenced document

- EP-04: Environmental Objectives, Targets and Programmes

7. SUPPORT

7.1 The resources

The GOUNH CS shall identify and provide the necessary resources for the establishment, implementation, maintenance and continuous improvement of EMS.

7.2 Competence

The GOUNH CS shall:

- determine the necessary competence of personnel who work under the GOUNH CS's control that affects its environmental performance and ability to fulfil applicable compliance obligations.
- ensure that the personnel are competent on the basis of education, training or experience;
- determine the training needs related to the environmental aspects and environmental management system; and
- where applicable, take action to acquire the necessary competence, and evaluate the effectiveness of the actions taken.

7.3 Awareness

The GOUNH CS shall ensure that the personnel working under the GOUNH CS's control are aware of:

- the environmental policy;
- the significant environmental aspects and related actual or potential environmental impacts associated with their work;
- their contribution to the effectiveness of the environmental management system, including the benefits of enhanced environmental performance;
- the implications of not conforming with the environmental management system requirements, including not fulfilling the organization's compliance obligations.

Awareness of these above things for the GOUNH CS's people can be achieved through training, workshop, and other activities also.

All training records shall be retained in accordance with the GOUNH CS's document control procedures.

Referenced document:

- EP-05: Competency and Training

7.4 Communication

7.4.1 Overview

The GOUNH CS shall establish, implement and maintain procedures to exchange information

internally and externally related to EMS, to ensure responding to relevant communications on the GOUNH CS's EMS. Records shall be kept as evidence of the GOUNH CS's communication.

7.4.2 Internal Communication

Through internal communication, the GOUNH CS ensures EMS information is communicated among the various levels and functions of the organization, including changes to the environmental management system, as appropriate. This is to enable all people working under its control to contribute into the EMS's continual improvement.

7.4.3 External communication

The GOUNH CS shall externally communicate information relating to its EMS, in compliance with established procedures, covering all compliance obligations.

Referenced document

- EP-06: Communication

7.5 Environmental management system documentation

Environmental management systems of the GOUNH CS shall include documented information required by ISO 14001: 2015 and documented information defined by the GOUNH CS to be necessary for the efficiency of the EMS.

The GOUNH CS EMS document system consists of the followings:

- EMS manual
- Environmental Policy
- Environmental Objectives
- Environmental aspects and associated environmental impacts;
- Compliance Obligations
- EMS procedures and records
- Other documents found by the GOUNH CS to be necessary for EMS operation, maintenance and improvement.

The GOUNH CS shall establish, implement and maintain procedures to ensure appropriate

- Identification and description
- Format
- Review and approval for suitability and adequacy
- Available and suitable for use
- Adequate protection
- Distribution, access, retrieval and use
- Storage and preservation
- control of changes
- retention and disposition
- identification and control of external original document.
- Approve documents for adequacy prior to issue,
- Controlled, and prevent the unintended use of obsolete documents and apply suitable identification to them if they are retained for any purpose.

Referenced document:

- EP-07: Document and Record Control

8. OPERATION

8.1 Operation Planning and Control

All activities, products and services of the GOUNH CS are controlled and monitored strictly to prevent and minimize their existing or potential adverse impacts to the environment. The GOUNH CS shall control planned changes and review the consequences of unintended changes, taking action to mitigate any adverse effects, as necessary. All outsourced processes are controlled or influenced.

The GOUNH CS establishes, implements, controls and maintains the processes in consistence with a life cycle perspective, to control and monitor works in the following orders:

- Identification of controllable environmental aspects.
- Defining the level of satisfaction of legal requirements and other requirements to which the organizations subscribes.
- Control Activities: the GOUNH will ensure the management of the identified controllable significant environment aspects and other aspects which may not meet applicable requirements.
- All significant environmental aspects of goods and services used by the Company that the Company may be aware of shall also be documented as regulations providing requirements and methods to control these aspects, and will be communicated to suppliers and contractors

Referenced document:

- EP – 08: Procedure of Control of Equipment and Devices
- EP – 09: Procedure of Chemical Control
- EP – 10: Procedure of Waste Management
- EP – 12: Procedure of Contractor Management

8.2 Emergency Preparedness and response

The GOUNH CS is aware of the fact that potential incidents and emergency can exert serious impacts to environment and cause great losses and bad effects to itself, its staffs and neighbouring areas. Therefore, the GOUNH CS will identify and document regulations for emergency preparedness and response to prevent and minimize impacts and losses of the incidents and emergency. The planned response actions are tested periodically, where practicable. Subsequent to emergencies, if any, and periodically, the GOUNH CS EMR and related units review and revise all the regulations and actions related to emergency preparedness and response, and then communicate to Company staffs for their compliance.

Periodically, the section in charge of the matter has to arrange rehearsals of emergency response for all the Company staffs to increase their awareness and response skills.

Referenced document:

- EP-13: Procedure of Emergency Response

9. PERFORMANCE EVALUATION

9.1 Monitoring, measurement, analysis and evaluation

9.1.1 Overview

The GOUNH CS shall monitor, measure, analyse and evaluate its environmental performance through established procedures. Parameter of important environmental elements shall be monitored and measured. Monitoring and measurement results are analysed to evaluate the GOUNH CS's

EMS performance and effectiveness, level of meeting compliance obligations and opportunities for improvement.

Equipment used for monitoring and measurement shall be calibrated or verified and maintained, as appropriate. Relevant environment performance information shall be communicated both internally and externally, as identified in its communication procedures and as required by its compliance obligations. The GOUNH CS shall retain appropriate documented information as evidence of the monitoring, measurement, analysis and evaluation results.

Referenced document:

- EP-14: Procedure of Environmental Performance Control

9.1.2 Evaluation of the compliance

The GOUNH CS establishes, implements and maintains the necessary processes to evaluate the compliance of legal requirements and other related requirements. Records are also retained accordingly to be evidence of the compliance evaluation result.

Referenced document:

- EP-03 Compliance Obligation
- EP-14 Environmental Performance Control

9.2 Internal Audits:

Preodically, once per year, the GOUNH CS shall conduct an internal audit to provide information about EMS effectiveness and compliance with requirements of ISO 14001:2015 standard.

Referenced document:

- EP-15: Procedure of Internal audit

9.3 Management review

Once a year the CS manager will conduct a review of the GOUNH CS's environmental management systems. Relating records shall be retained as evidence of the results of management reviews.

Referenced document:

- EP-16: Procedure of management review

10. IMPROVEMENTS

The GOUNH CS always determine all opportunities for and take actions to realize improvement of its EMS. A procedure is also established, implemented and maintained to deal with non-conformities occuring and evaluate the need for action to eliminate root causes of the nonconformities to avoid recurrence. Corrective actions shall be appropriate to the significance of the effects of the nonconformities encountered, including the environmental impact(s)

The GOUNH CS shall retain documented information as evidence of:

- the nature of the nonconformities and any subsequent actions taken;
- the results of any corrective action.

Referenced document:

- EP-17: Procedure of Nonconformity and Corrective Action

REFERENCED LIST OF ENVIRONMENTAL PROCEDURES

No.	Code	Title	Note
0.	EM-00	Environmental Policy	
1.	EM-01	EMS Manual	
2.	EP-02	Environmental Aspects & Impacts	
3.	EP-03	Compliance Obligations	
4.	EP-04	Environmental Objectives, Targets and Programmes	
5.	EP-05	Competence and Training	
6.	EP-06	Communication	
7.	EP-07	Document and Record control	
8.	EP-08	Control of Equipment's and Devices	
9.	EP-09	Chemical Control	
10.	EP-10	Waste management	
11.	EP-11	Risk Management	
12.	EP-12	Contractor management	
13.	EP-13	Emergency Response	
14.	EP-14	Environmental performance control	
15.	EP-15	Internal Audit	
16.	EP-16	Management Review	
17.	EP-17	Non-conformity and Corrective action	

III. ANNEXES of EMS Manual

Annex-EM-01-01 Map of GOUNH

Annex-EM-01-02 GOUNH CS organization chart

Annex-EM-01-03 General Facility Description

Annex-EM-01-04 machinery and equipment

Annex-EM-01-05 materials, fuels and chemicals

Annex-EM-01-06 Responsibility and Authority in EMS

13.3. Environmental Policy for the Green One UN House

The United Nations Office in Vietnam believes in its important duty to ensure good environmental performance in all its business operations and to provide the necessary organisation, commitment and training to fulfil this obligation.

The Head of the Common Services of the Green One UN House firmly believes in, and is committed to monitoring and improving environmental performance, pollution prevention and environmental protection.

The goals to achieve a better environmental performance will be achieved through:

- Incorporating environmental responsibility into all business operations by planning environmental protection, reviewing and developing policy, by setting targets and reviewing and auditing performance.
- Utilising the best available resources to comply with the requirements of existing and future legislation.
- Pursuing continuous improvement in environmental performance, where reasonably practicable, by setting objectives and targets, especially in addressing the areas of resource use, by reducing energy and water consumption, increasing re-use and recycling and improving solid and liquid waste management methods.
- Providing a safe and healthy workplace and ensure that personnel are properly trained with the appropriate safety and emergency equipment.
- Being committed to maintaining effective communication systems on environmental matters through training and improved awareness.

The Common Services Unit will promote these highly important objectives and will continue to respond to enquiries and suggestions from both inside and outside of the House.

All staff and personnel located in the House have responsibilities for policy implementation by participating and contributing to its success through their actions and suggestions

13.4. GOUNH FIRE REGULATION

1. To Prevent Fires Occurring

Most outbreaks of fire could be eliminated if everyone practiced good fire prevention on the job and planned ahead for an emergency.

The following should always be observed:

1. Smoking is not allowed in the Green One UN House.
2. Be alert around electrical equipment. If it is not working properly or if it gives off an unusual odor, often this is the first sign of a problem that could cause a fire. Disconnect the equipment and call the Service Desk (Extension 0100).
3. Promptly replace any electrical cord that is cracked or has a broken connection.
4. Never overload your electrical outlets by using an additional plug for more equipment.
5. When using extension cords, protect them from damage. Do not put them across doorways or any place where they can be stepped on or chafed. Check the amperage load specified by the manufacturer and do not exceed it. Do not plug one extension cord into another, and do not plug more than one extension cord into one outlet.
6. Never cover the electrical cord to your computer with adhesive tape, or run the cord under the carpet.
7. Keep all heat-producing appliances away from walls and anything that might burn. Leave plenty of space for air to circulate around copy machines and other equipment that normally gives off heat.
8. Always turn off pantry facilities when you have finished.
9. Remember to turn off your lighting (in the closed offices) and electrical equipment (computers, fans, desk lamps...) when you leave your office.
10. Do your part to keep storage areas, stairway landings and other out of the way locations free of waste paper, empty cartons, dirty rags and other material that could fuel a fire. Keep items in your storage separately in neat and clean order with non-flammable partitions.
11. Do not take away fire protection and extinguishing equipment to use for other purposes.
12. Do not open the fire emergency exit doors. Locking of fire exit doors is extremely hazardous and is strictly forbidden.
13. If you work in a closed office, always close your door at the end of your working day.

2. To Prepare for Emergencies

The following should be observed as preparation for emergency situations:

1. Be familiar with your office and the evacuation routes. Know them well enough you could make your way out if they were smoke filled and you could not read the names on the doors.
2. Take a walk and find the 4 emergency exit doors located at each Corner of every floor. Look for the illuminated "EXIT" light in front of each exit door. Know how to open the exit doors.
3. Learn where the nearest fire-alarm call button is located and how to operate it.
4. Know the location of the fire extinguishers - they are in the lift lobbies and are next to each exit door. The taller extinguisher is a CO2 extinguisher for electrical fires (but beware as CO2 readily causes suffocation), the smaller extinguisher is a chemical extinguisher for all types of fires.
5. Know the location of the fire hoses. Know how to use them in the event of an emergency.

6. Know the designated area for assembly in the event of an emergency - Which is at the front of GOUNH main building on the forecourt.
7. At each floor, 2 persons (Fire Wardens) are to be responsible to encourage all staffs to evacuate and accounting for personnel in the event of an emergency.

3. If you see fire breaks out

Raise the alarm no matter how small it is. Large fires start as small ones:

1. Raise the fire alarm by shouting "FIRE" and activating the fire alarm by breaking the break glass (located on the lift lobbies and near the exit doors, on each floor).
2. Call the Security (Extension: 1863, 1864 or 867 or Direct line: 04 3726551904, 04 38501863, 38501864, 38501867) clearly stating the location of fire.
EXAMPLE: " There is a fire on the floor of GOUNH".
3. Only try to tackle the fire if there is no immediate danger to your wellbeing. You can use fire extinguishers or hose reel. Do not use the hose reel on electrical fire.

4. If you hear the fire alarm

1. Stop working immediately.
2. Leave your office quickly, closing the door to the room where you saw the fire. Close all others that you pass through on your escape route.
3. Proceed directly to the nearest fire exit.
4. Do not use the lift.
5. If smoke is evident in the corridor or stairwell of your nearest exit, use your alternative escape route.
6. If you must use an escape route where there is smoke, stay as low as possible. Crawling lets you breath the cleaner air near the floor as you move toward the exit.
7. Before you open a closed door, feel it with the back of your hand. If it is hot, leave it closed and use your alternate escape route. If it feels normal, brace your body against the door and open it a crack - be prepared to slam it shut if heat or smoke starts to rush in.
8. As you are evacuating, follow directions from fire and security personnel. Once outside, move well away from the building so you will not be in the way of fire fighters.
9. Assembly at the Assembly point in the Yard in the front of Main Building.
10. Do not re-enter the building or work area until the Common Services Team announces that it is safe to re-enter.

5. What If Can Not Escape?

1. First of all, stay calm. There are steps you can take to protect yourself. Try to go to a room with an outside window and stay there. If it is possible, call the Common services or Security Guard and tell them exactly where you are.
2. To help rescuers find you, stay where they can see you and wave something light-colored to attract their attention.
3. To keep smoke out of your refuge, stuff the cracks around the door and cover the air conditioning grills, using clothing, towels, newspapers, etc.
4. If water is available, dampen a cloth and breathe through it to filter out smoke and gases.

Above all, think before you act, and be patient until help arrives. Evacuation of a high-rise office

building filled with many people might take several hours, and rescuers will try to begin with those who in the most immediate danger.

Section 4: Bid Submission Form³

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location

Insert: Date

To: UNDP Viet Nam

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for **ITB for Rehabilitation of Airconditioning System Green One UN House (GOUNH)** in accordance with your Invitation to Bid dated **Insert: bid date**. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for 120 days.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal, if available]

³ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form⁴

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁴ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)⁵

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any): Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁵ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Bid Form⁶

INSERT TITLE OF THE ITB

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email) of clients

1.4. Ongoing similar projects:

No	CONTRACT'S DETAIL
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⁶ Technical Bids not submitted in this format may be rejected.

1	Name of project: Contract No.: Description Contract Value: Remaining works (%): Anticipated Completion : Client: Client contact:
2	Name of project: Contract No.: Description Contract Value: Remaining works (%): Anticipated Completion : Client: Client contact:
3	
4	

SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.

2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

Item No.	Description/ Specification of Goods	Source/ Manufacturer	Country of Origin	Domestic or imported	Qty	Quality Certificate(code, standard)/ Export Licences, etc. (indicate all that applies and if attached)

A supporting document with full details may be annexed to this section

2.2. List of owned and rented equipment/materials to implement this project

Name of Equipment	Quantity	Technical data (power, etc.)	Country of manufacturing	Year of manufacturing	Owned or rented	Quality

2.3. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

2.4. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.5. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

List of suppliers and subcontractors

N o.	Name and Address of Subcontractors	Scope of Works to be Sublet	Quantity to be Sublet (% of the contract)	Estimated Value (VND)	Agreement Contract or Commitment Document (if any)
1					
2					
3					
...					

2.6. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.7. Implementation Timelines: The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.8. Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in

this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.10. Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 4 of this document, if any.

2.11 Other: Any other comments or information regarding the bid and its implementation.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (**Project Manager; Construction Manager; Technical and Site Manager; Safety Manager; Supervision Engineer.....**) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement. <hr style="width: 50%; margin-left: 0;"/>		
Signature of the Nominated Team Leader/Member		Date Signed

Section 7: Price Schedule Form⁷

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to lot prices. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

The format shown on the following pages is suggested for use as a guide in preparing the Price Schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverable Items*

No.	Deliverables [list them as referred to in the ITB]	Expected Date of Delivery/Completion	Percentage of Total Price	Price (Lump Sum, All Inclusive)
1	Deliverable 1		[Percentage (weight) of each deliverable over the total price for the payment purposes, as per ITB]	
2	Deliverable 2			
3			
	Total		100%	

* This shall be the basis of payment tranches

B. Cost Breakdown by Cost Component:

The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed for additional set of goods and/or related services.

Deliverables and	(a)		(b)	(c)=(a)x(b)	Brief	(d)	(c) +
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⁷ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Sub-Components	Quantity	Country of Origin	Unit Price	Total Cost of Goods	Description of Related Services	Cost of Related Services	(d) Total Price
I. Deliverable 1							
Sub-Component 1							
Sub-Component 2							
Sub-Component 3							
II. Deliverable 2							
Sub-Component 1							
Sub-Component 2							
Sub-Component 3							
III. Other Related Costs							
GRAND TOTAL PRICE							

Section 8: FORM FOR BID SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called “the Bidder”) has submitted a Bid to UNDP dated [Click here to enter a date.](#) , to deliver goods and execute related services for *[indicate ITB title]* (hereinafter called “the Bid”):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bid;
- c) Fails to comply with UNDP’s variation of requirement, as per ITB Section F.3; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee]* *[in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Bid 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.

This guarantee shall be valid until 30 days after the date of validity of the bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: Form for Advanced Payment Guarantee⁸

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of UNDP]

Date: _____ ++++++

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Company] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of ITB requirements] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])⁹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ____ day of _____, 2____, 20____ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

⁸ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

⁹ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

Section 10: Contract

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE BIDDER'S REFERENCE.
ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.



Model Contract for
Works - English.doc



UNDP General
Conditions of Contra

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SECTION 11 – ITB ANNEXES

1. ANNEX 1: TECHNICAL SPECIFICATIONS
2. BOQ AND DRAWINGS IN BELOW LINK

<https://drive.google.com/file/d/0B6vTCqete7DfQmQ3V21QRjY3c/view?usp=sharing>

3. TEMPLATES/FORMS IN WORD FILES

SECTION 12 - Submission checklist

- Bidders are required to review carefully this checklist before submitting bid to ensure complete submission.
- Maximum email size: **07 MB**. Bidders can split bid into several emails if the file size is large
- Hard copy submission includes 1 original + 2 copies + CD ROM containing all bid contents and drawings, Bill of quantity in Excel format, other files in PDF format.
- Electronic submission must be password protected. Bill of quantity in Excel format, drawings in Autocad, other files in PDF format.
- Bid must indicate clearly the name of bidder, name of tender, and the text “Do not open before 10.00 am, June 22, 2017 (Hanoi time)”.
- Deadline of Submission:
 - Submission of bid: 5.00 PM, July 17, 2017 (Hanoi time)
 - Error! No bookmark name given. Submission of password to open bid for electronic submission: On 18 July 2017, before 5.00 pm (Hanoi time)

Item	Documents	To be completed by bidders		
		Doc submitted Y/N	Number of pages	Remarks
1	Letter sent to UNDP email: procurement.vn@undp.org to confirm participating in this bidding (no later than 30 June 2017)			
2	Bid Security (\$ 7,000)			
3	Technical bid form (in Section 6 template) including:			
3.1	Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured			
3.2	Business license			
3.3	List and value of projects performed for the last 5 years with similar nature and complexity, plus client's contact details who may be contacted for further information on those contracts. A minimum number of 3 contracts , implemented over the past 5 years, of a similar nature and complexity must be executed by the contractor (Point 1.3 – ITB Section 6).			
3.4	List and value of on-going projects with contact details of clients and current percentage completion of each ongoing project (Point 1.4 – ITB Section 6)			

3.5	Copy of recent audit report and copy of Accounts Receivable and Payable report for 2015 and 2016 with current and quick ratio			
3.6	List of owned and rented equipment (Point 2.2 ITB Section 6)			
3.7	List of sub-contractors (Point 2.5 ITB Section 6) (Maximum amount of work to give sub-contractors is 30%)			
3.8	Organization chart of tenderer including names and CV of key staff assigned to work for this project with their CVs (Project Manager; Construction Manager; Technical and Site Manager; Safety Manager; Supervision Engineer.....). (Point 3.2 & 3.3 ITB Section 6)			
3.9	Statement method for each step			
3.10	Plan of construction quality management and construction safety management			
3.11	Quantity of essential machine, equipment and personnel planned to be used on site during construction			
3.13	Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any			
3.14	Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures, if any			
3.15	Statement of Satisfactory Performance from the Top three (03) Clients in terms of contract value the past 5 years			
3.16	Detailed timetable to project schedule			
3.17	Signed Earthcheck specifications			
4	Price Schedule (Section 7 template) with priced Bill of Quantity			
5	Drawings in Autocad file			
6	<i>In case submitted by hard copy, CD ROM containing all contents corresponding to hardcopy, as well as Bills of quantities in excel format, drawings in Autocad file, the other files in PDF format</i>			
7	Submission check-list			

8	<p>For submission by hard copy and by email, send separate email to notify procurement.vn@undp.org that you already submitted proposal and the number of email/envelop submitted. Notification emails should be sent to above address right after you submit proposals and before the submission deadline.</p>			
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