

INVITATION TO BID

ITB UNDP HIST 21-17

**Construction of Prefabricated Pharmaceutical
Storage Units in Zambia.**



*Empowered lives.
Resilient nations.*

United Nations Development Programme

SECTION 1. LETTER OF INVITATION

September 2017.

UNDP ITB UNDP HIST 21-17 Construction of Prefabricated Pharmaceutical Storage Units in Zambia

The United Nations Development Programme hereby invites you to submit a Bid **for individual Lots or for total requirements** for 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:	Schedule of Requirements and Technical Specifications
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 Performance Security
Section 10:	Form for Advanced Payment Guarantee
Section 11:	Contract to be Signed, including General Terms and Conditions
Annex I:	General Conditions of Contract
Annex II:	Special Conditions of Contract
Annex III:	Scope of Works
Annex IV:	Preliminary Concept Drawings and Site information reports
Annex V:	Excel Price Schedule
Annex VI:	Safety, Health and Welfare on Construction Sites – Manual

Your offer, comprising of a Technical Bid and Price Schedule, in separate sealed envelopes/files, should be submitted in accordance with Section 2, and **be received before 17.00 16th October Copenhagen Local Time (CET)**. Bidders are requested to make use of Excel Price Schedule in Annex V, when submitting their price schedules in response to this Bid. A pre-bid meeting will take place as per the following schedule:

Pre-bid meeting Date & Time and Location	Site visit info
<p>Visits to the sites can be arranged for those bidders who would like to conduct site visits.</p> <p>Kindly contact the UNDP focal point person at least 48 hours in advance of their planned visit.</p> <p>A pre-bid meeting is scheduled for:</p> <p>Date 4th October 2017 Time: 10.00 AM. Venue: Ministry of Health – Global Fund PMU Conference Room Ndeke House – Lusaka</p>	<p>It is important that bidders familiarize themselves with the needs of the stores. Bidders are encouraged to participate in this meeting while it is not mandatory; visits at the sites are not encouraged at this stage of the tender process as this is only relevant at the stage of contracting in view of the prefab nature of the stores.</p> <p>IMPORTANT</p> <p>In order to ensure site access at the time of planned bidder's visit, bidders shall notify the following UNDP/MoH/MSL appointed focal points, at least 48 hours in advance, of their planned visit.</p> <p>charles.mbewe@undp.org maelo.mwiinga@undp.org tom.musonda@undp.org</p>

Any clarification or changes to the bid solicitation resulting from the site visits will be included as an amendment to the bid solicitation. The pre-bid meeting minutes, and any further enquiries received on or before the deadline

stated in the ITB, will be documented and posted on the designated UNDP website. No inquiries will be accepted after 5 working days prior to the deadline for submission of bids stated in the ITB.

You are kindly requested to submit a communication to UNDP on the following e-mail addresses advising whether your company intends to submit a bid. If that is not the case, UNDP would appreciate your indicating the reason for our records, by emailing to: jacqueline.pontre@undp.org; diego.zapatero@undp.org and charles.mbewa@undp.org.

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.

This letter is not to be construed in any way as an offer to contract with your company.

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

Yours sincerely,

Alfonso Buxens, GF HIST PSM Procurement Advisor

SECTION 2. INSTRUCTION TO BIDDERS

Acronyms

BDS	Bid Data Sheet
BOQ	Bill of Quantities
ITB	Invitation to Bid
TBD	To Be Determined

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) *“Employer”* means the United Nations Development Programme (UNDP)
- h) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- i) *“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.
- j) *“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
- k) *“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.
- l) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- m) *“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.
- n) *“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.

- o) "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.
- p) "*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/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html> 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 by 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
 - 6.2 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

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

7.1 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.

7.2 All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.undp.org/content/dam/undp/documents/procurement/documents/UNDP_supplier_code_of_conduct.pdf.

B. CONTENTS OF BID

8 Sections of Bid

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

- 8.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 8.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 8.3 Technical Bid (see prescribed form in ITB Section 6);
- 8.4 Price Schedule (see prescribed form in ITB Section 7);
- 8.5 Any attachments and/or appendices to the Bid (including all those specified under the Data Sheet)

9 Clarification of Bid

- 9.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the Data Sheet (DS no. 19) 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. 20). 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.
- 9.2 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.

10 Amendment of Bid

- 10.1 At any time prior to the deadline for submission of Bid, UNDP may modify the ITB in the form of Supplemental Information to the ITB. Prospective Bidders will be notified of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the Data Sheet (DS no. 21).
- 10.2 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.

C. PREPARATION OF BID

11 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 be in no case responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

12 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. 5). 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.

13 Bid Submission Form

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

14 Technical Bid Format and Content

Unless otherwise stated in the Data Sheet (DS no. 33), the Bidder shall structure the Technical Bid as follows:

- 14.1 Expertise of Firm/Organization. This section should provide details regarding:
 - a) Management structure of the organization
 - b) Organizational capability/resources, and experience of organization/firm
 - c) 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
 - d) Manufacturing capacity of plant if Bidder is a manufacturer
 - e) Authorization from the manufacturer of the goods if Bidder is not a manufacturer
 - f) 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 17 and DS no. 30 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 14.2 Technical Specifications and Implementation Plan. This section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by
 - a) Identifying the specific components proposed;
 - b) Explaining how each of the requirements shall be met point by point;
 - c) Providing a detailed specification and description of the goods required, plans and drawings where needed;
 - d) The essential performance characteristics, identifying the works/portions of the work that will be Subcontracted;
 - e) 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;
 - f) Details of technical bid must be laid out and supported by an Implementation Timetable, including a Transportation and Delivery Schedule where appropriate within the duration of the Contract as specified in the Data Sheet (DS no. 34 and 35).

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 licenses 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".

- 14.3 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.

- 14.4 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. 9), 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. 10), 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 34; 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.

15 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.

16 Currencies

All prices shall be quoted in the currency indicated in the Data Sheet (DS no. 16). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 16.1 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
- 16.2 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. 16), then UNDP shall reserve the right to award the Contract in the currency of UNDP's preference, using the conversion method specified above.

17 Documents Establishing the Eligibility and Qualifications of the Bidder

- 17.1 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. Eligibility requires, but is 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.
- 17.2 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 any-one of them may receive any direct or indirect subsidy from the other/s; or
 - b) they have the same legal representative for purposes of this ITB; or
 - c) 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;
 - d) 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
 - e) 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.

18 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.

19 Alternative Bid

Unless otherwise specified in the Data Sheet (DS nos. 6 and 7), 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.

20 Validity Period

- 20.1 Bid shall remain valid for the period specified in the Data Sheet (DS no. 9), commencing on the submission deadline date also indicated in the Data Sheet (DS no. 24). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.
- 20.2 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.

21 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. 8). 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

22 Submission

- 22.1 The Technical Bid and the Price Schedule must be submitted and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If the submission will not be through 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. 23); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the Data Sheet (DS no. 28).

It is responsibility of the Bidder to assure that the envelope is adequately sealed and labeled as required to prevent misplacement or premature opening.

22.2 Bidders must submit their Bid in the manner specified in the Data Sheet (DS nos. 25 and 26). When sending the Bid, 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. 23).

22.3 Bidders submitting by mail or by hand shall:

- a) 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 number of copies required shall be as specified in the Data Sheet (DS no. 26). Additionally, the original version of the "Original Bid" shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authority of the signing officials or a Power of Attorney to commit the Bidder shall be demonstrated to the satisfaction of UNDP.
- b) The envelopes, consisting of original and copies, shall then be sealed in an outer envelope.

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 ANNEX

!

23 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. 23 and 24)

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.

24 Withdrawal, Substitution, and Modification of Bid

- 24.1 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.
- 24.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, 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 22 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

24.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

24.4 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.

25 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. 27).

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.

26 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 bids and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

27 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.

28 Evaluation of Bid

28.1 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.

28.2 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. 29). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

28.3 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. 38), 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.

29 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 34.

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.

30 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.

31 Nonconformities, Reparable Errors and Omissions

- 31.1 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.
- 31.2 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.

31.3 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.

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

F. AWARD OF CONTRACT

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

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.

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/business/protest-and-sanctions.html>)

33 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. 37).

34 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.

35 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 the ITB 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.

36 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. 15), 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.

37 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.

38 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/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

G. DATA SHEET

The following data for the supply of civil works 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.

IMPORTANT: The Bidder shall enclose this Data Sheet in the bid with relevant boxes ticked as the case may be

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title	Construction of Prefabricated Pharmaceutical Storage Units in Nine (9) Districts of Zambia
2		Title of Goods/Services/ Work Required	<p>Construction of prefab district stores in Zambia to be operated by the District Medical Officers of the MoH, consisting on the requirements as outlined in Section 3 of this ITB and including air conditioning, office space and related services.</p> <p>UNDP/ZAMBIA No. ITB HIST 21-17</p> <p>Lot 1. Luampa and Kazungula (2 prefabs) Lot 2. Chibombo, Chilenje Clinic and Lundazi DHO (3 prefabs) Lot 3. Mansa, Nsama DHO and Chinsali PHO (3 prefabs) Lot 4. Kasepma DMO (1 prefab)</p>
3		Country	Zambia
4	C.14	Minimum eligibility and qualification criteria;	<p>A) ELIGIBILITY CRITERIA. Each offer submitted in response to this ITB shall contain the following information/ documentation in order to determine its fulfilment of the eligibility criteria. For each point below applicants are required to complete and submit information / documentation as required in Section 5 included in this ITB.</p> <p><input type="checkbox"/> Certificate of Registration of the business (enclose in Section 5, Form 2.) If Bidder is not a corporation, Articles of Incorporation or equivalent document must be submitted</p> <p>IMPORTANT: In case of association/consortium/joint venture ALL PARTIES to the association are required to submit the corresponding certificate of Registration.</p> <p>If the offer is submitted by an association/ consortium/joint venture:</p> <p><input type="checkbox"/> Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium (enclose in Section 5, Form 2) AND;</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p><input type="checkbox"/> Joint Venture Declaration that clearly determines which is the party appointed as the Lead Party (complete and submit Form 3 in Section 5).</p> <p><input type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the bidder is updated with its tax payment obligations (enclose in Section 5, Form 2). If the bidder enjoys any privilege, a Certificate of Tax Exemption must be submitted</p> <p><u>IMPORTANT:</u> In case of association/consortium/joint venture all parties to the association are required to submit the corresponding tax registration.</p> <p><input type="checkbox"/> Confirmation of non-inclusion in ineligibility lists. The bidder (or any of the parties in case of association/consortium/joint venture) is not included in any of the UNDP/UN ineligibility lists (confirm and enclose in Section 5, Form 2).</p> <p><input type="checkbox"/> No conflict of interest (confirm and enclose in Section 5, Form 2). Bidders shall be considered to have a conflict of interest if they were involved as a consultant in the preparation of the design or technical specifications of the works that are subject to this ITB.</p> <p><input type="checkbox"/> Non-performance of Contract in the last two (2) years did not occur prior to the deadline for bid submission, based on all information on fully settled disputes of litigation (confirm and enclose in Section 5, Form 2).</p> <p><u>IMPORTANT:</u> In case of association/consortium/joint venture the requirements apply to each of the parties.</p> <p><input type="checkbox"/> Present Data Sheet due complete with relevant boxes ticked.</p> <p>B) QUALIFICATION CRITERIA. Each Bid in response to this ITB shall contain the corresponding information/ documentation to determine its fulfilment of the following minimum qualifying criteria (indicate in the bid submitted the relative page where any information/ documentation shall be found).</p> <p><input type="checkbox"/> Litigation episodes. All information regarding any past and current litigation during the last three years must be submitted (see Section 5, Form 2. and complete and submit Form 4).</p> <p><u>IMPORTANT:</u> All pending litigation shall in total not represent more than 50% of the Applicant's net worth.</p> <p>B1. EXPERIENCE IN THE FIELD AND CONTRACTING</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p><input type="checkbox"/> A minimum documented 3 years of general experience in civil works, in the role of Contractor, major Subcontractor and/or management Contractor (complete and submit Form 5 in Section 5). Bidders are required to submit statement of Satisfactory Performance from 3 relevant Clients. Such statements shall be dated twelve months or less, before the deadline for submission of bids in response to this ITB.</p> <p><u>IMPORTANT:</u> In cases of Association/consortium/joint venture, the LEAD PARTY shall fulfil this minimum requirement.</p> <p><input type="checkbox"/> Participation in 2 or more Contracts for works of similar nature within the last 3 years for a minimum cumulative amount of USD 0.5 million awarded. They have been successfully and substantially (80% or more) completed in a role of Contractor, management Contractor and/or major Subcontractor (complete and submit Form 7 in Section 5).</p> <p><u>IMPORTANT:</u> In cases of Association/Consortium/Joint venture, the combination of the parties shall fulfill this minimum requirement. Similarity will be assessed by verifying earlier experience in one or more of the following areas;</p> <ul style="list-style-type: none"> ➤ Prefab structures with panels not based on new or refurbished containers ➤ Energy efficiency solutions for storage infrastructure <p>In cases of Association / Consortium / Joint venture, at least one of the parties shall document fulfilment of the minimum relevant experience in above area.</p> <p><input type="checkbox"/> Current Workload. Detail of the present workload executed by the Bidder, including details of nature, scope, complexity, value, as well as anticipated time for completion of the corresponding works (complete and submit Form 13 in Section 5).</p> <p>B2. FINANCIAL REQUIREMENTS</p> <p><input type="checkbox"/> Minimum average annual turnover of USD 500,000: Calculated as total payments received for Contracts in progress or completed within the last 3 years (complete and submit Form 6 in Section 5).</p> <p><u>IMPORTANT:</u> In cases of Association/consortium/joint venture, the combined turnover of the parties shall fulfil this minimum requirement.</p> <p><input type="checkbox"/> Audited balance of the last 2 years so as to demonstrate the current soundness of the applicant's financial position and its prospective long term profitability, including:</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p><input type="checkbox"/> Capacity to have a minimum cash flow amount of USD 100,000. IMPORTANT: In cases of association/consortium/joint venture, the LEAD PARTY shall fulfil this minimum requirement.</p> <p><input type="checkbox"/> Financial Situation (complete and submit Form 11 in Section 5) IMPORTANT: Companies/Firms applying through Joint Venture/Consortium/Association are to provide the Audited Account of LEAD PARTNER.</p> <p><input type="checkbox"/> Financial Resources (complete and submit Form 12 in Section 5)</p> <p>B3. EXPERTISE</p> <p>Expertise evidence. It should demonstrate that the Bidder has the following minimum key personnel (complete and submit Form 8 in Section 5 and enclose CV templates along with copies of their diplomas and other supporting documents as applicable, indicating relative page in the bid submitted):</p> <p><input type="checkbox"/> Team leader, with minimum 5 years of experience in the management civil construction works or prefab installations.</p> <p><input type="checkbox"/> Structural engineer. One or more, each with a minimum 5-year experience in the design, rehabilitation and/or construction of vertical works each.</p> <p><input type="checkbox"/> Confirmation that the Bidder will engage competent workers to achieve the workmanship stated in the tender documents.</p> <p>B4. EQUIPMENT</p> <p><input type="checkbox"/> Delivery Confirmation. Submission of documentary evidence of Bidder's ability to mobilize the required equipment to be on-site within 30 days after issuance of the Contract award.</p> <p><input type="checkbox"/> Equipment Form. Bidders must demonstrate availability, at the minimum, of the main construction and related equipment used by the Applicant over the last 2 years (complete and submit Form 9 in Section 5), including details regarding ownership of each of the pieces of the equipment listed, technical specifications thereof, maintenance records and/or rental/leasing agreements that prove access to it.</p> <p>Note: Contractors will be responsible for commissioning of all equipment included in this ITB. Corresponding prices / costs shall be factored accordingly in the</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>bidder's offer.</p> <p>B5. LOCAL ARRANGEMENTS</p> <p><input type="checkbox"/> Local Representative. Confirmation that the Bidder has a local registered representative in Lusaka that will be permanently available in Lusaka during the duration of any works Contracted resulting from this Bid and who will act as the main operational focal point for daily contact between the Employer and Contractor (complete and submit Form 10 in Section 5). This requirement only applies to bidders that are not national legal entities/ companies of Zambia.</p>
5	C.13	Language of the Bid	English
6	C.19	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<p><input checked="" type="checkbox"/> Allowed</p> <p>Lot 1. Luampa and Kazungula (2 prefabs) Lot 2. Chibombo, Chilenje Clinic and Lundazi DHO (3 prefabs) Lot 3. Mansa, Nsama DHO and Chinsali PHO (3 prefabs) Lot 4. Kasepma DMO (1 prefab)</p> <p>Bidders are allowed, at their option, to bid for individual lots or for any combination of lots, but in each case bidders must quote for all (100%) the items and in the quantities specified in each lot.</p> <p>Bidders may bid for one or more Lots, at their option. The Employer will evaluate the bids for each individual lot and/or combination of lots and award of contracts will be for individual lots or for combination of lots, whoever will be the most economical combination. If a bidder submits bids for more than one lot, but its bidding capacity/resources as assessed in terms of (i) the annual turnover and/or (ii) minimum liquid assets (working capital) and/or credit requirements and/or (iii) Number of Technical Staff to carry out the contracts, is limited to work on one or a few specific lots, then such bidder should indicate its inter- se preferences as between lots bid, for award of contracts, if any.</p>
7	C.19	Conditions for Submitting Alternative Bid	Shall not be considered
8	C.21	Pre-bidder's conference (and site visit if appropriate)	<p>Date: 4th October 2017 Time: 10.00 AM. Venue: Ministry of Health – Global Fund PMU Conference Room Ndeke House – Lusaka</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>The UNDP focal points for this arrangement are: Ms. Maelo Mwiinga and Mr. Charles Mbewe E-mail: maelo.mwiinga@undp.org charles.mbewe@undp.org</p> <p>The Bidder is deemed to have reviewed and investigated the site and identified all site conditions in terms of ground nature, accessibility to site, availability of services like water & electricity and all factors affecting execution of work activities before submitting his offer. All such factors are deemed to be taken into consideration while pricing.</p> <p>UNDP will prepare and disseminate minutes of the pre-bid conference/information meeting. Only the information contained in these minutes will be binding. The minutes will constitute an integral part of the ITB documentation/process.</p>
9	C.14.4 a) C.20.1	Period of Bid Validity commencing on the submission date	120 days
10	B.8.5 C.14.4 b)	Bid Security	NA
13		Advanced Payment upon signing of Contract	A maximum 10% advance payment will be authorized to facilitate early mobilization, start up and/or minimum design related costs. As per UNDP policies, in principle, advance payments shall be backed up by a corresponding bank guarantee or certified cheque.
14		Liquidated Damages	<p>It will be imposed under the following <u>conditions:</u></p> <p>Price per day of delay:</p> <p>a) USD 500</p> <p>b) Max. deduction of Contract price: 10%</p> <p>c) Next course of action: Contract Termination</p>
15	F.36	Performance Security	<p>Required Amount: 10% of Contract Value</p> <p>NOTE: The proceeds of the Performance Security shall be payable to the UNDP as a compensation for any loss resulting from a Contractors' failure to complete its obligations under the Contract.</p> <p>a) Form: Bank Guarantee (submit template in SECTION 9) OR Any Bank-issued Check/ Cashier's Check/ Certified Check</p> <p>b) To be furnished by the successful Bidder within</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>seven (7) days of receipt of the Draft Contract, and before Contract signature</p> <p>c) Validity: The Performance Security shall be valid up until twenty-eight days after the issuance of a Certificate of Substantial Completion of Works</p> <p>d) The Performance Security shall be denominated in the currency of the Contract</p> <p>NOTE: Within twenty-eight (28) days from the date of Issuance of a Certificate of Substantial Completion of works, the UNDP will return to the Contractor the Performance Security and after the Contractor, at his own cost and expense, furnishes to the UNDP a Maintenance Guarantee in an amount equal to (5%) of the Contract Price to be valid until the end of the Warranty/ Defects Liability Period</p> <p>NOTE: If, within 12 months after the goods/system have been put into service, any defects are discovered or arise in the normal course of usage, the Contractor shall remedy the defect either by replacement or by repair. If the Contractor fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Contractor, which shall be deducted from due sums against the Maintenance Guarantee.</p>
16	C.16 C.16.2	Preferred Currency of Bid and Method for Currency conversion	<p>a) United States Dollars (USD)</p> <p>b) Any resulting Contract will be in the USD currency based on the official UN rate of exchange.</p>
17		Discrepancies and Mistakes in the Tender Documents	<p>The Employer shall be notified of any discrepancy, omission or mistake found in the tender documents in order to verify and correct it in the tendering phase and allow the Bidder to price accordingly.</p> <p>IMPORTANT: Discrepancies, omissions or mistakes in the Contract documents do not entitle a Contractor to reject the best practices in execution.</p>
18		Specifications for items	<p>Specifications are the approved international and/or Zambian Specifications or as indicated in the ITB.</p> <p>In case there is no clear or missing specification for items, it is deemed that the Bidder bases the pricing on high quality materials and best practice in execution.</p>
19	B.9.1	Deadline submitting requests for clarifications/ questions	5 working days prior to deadline for submission of bids.
20	B.9.1	Contact Details	Focal Persons in UNDP Jacqueline Pontré, Diego

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
		for submitting clarifications/ questions	<p>Zapatero, Charles Mbewe and Maelo Mwinga.</p> <p>E-mail addresses dedicated for this purpose: Jacqueline.pontre@undp.org Diego.zapatero@undp.org Charles.mbewe@undp.org and Maelo.mwinga@undp.org</p> <p>IMPORTANT: Clarifications/questions must be directed to the indicated email address</p>
21	B.10.1	Manner of Disseminating Supplemental Information to the ITB and responses / clarifications to queries	<p>Direct communication to prospective Potential bidders by email, and posting on the website:</p> <p>http://procurement-notice.undp.org/</p>
22		Taxes applied to Bid	<p>This contract is exempted from VAT and all other taxes; as such taxes will not be paid under this contract. Bidders are requested to submit their offers excluding VAT and all other taxes.</p>
23	D.22.1 b) D.22.2 D.23	Bid submission address	<p>United Nations Development Programme UNDP, 4th floor Att. Procurement Support Office Bid / Tender Unit Marmorvej 51, 2100 Copenhagen Ø, Denmark</p>
24	C.20.1 D.23	Deadline of Bid Submission	<p>Date and Time: 17.00 hours 16th October 2017 Copenhagen local time</p>
25	D.22.2	Manner of Submitting Bid	<p>a) Electronic submission of Bid (preferred manner) b) Courier/Hand Delivery (optional)</p>
26	D.22.2 D.22.3 a)	No. of copies of Bid that must be submitted	<p>In case hard copy offers are submitted: a) Original: one (1) b) Copies: two (2), in addition to two (2) soft copies on USB or CD/DVD</p> <p>IMPORTANT: Submissions must be identical and include all required documents. In the event of any discrepancies the “original proposal” submitted in hard copy shall govern.</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
27	D.23.2 D.25	Conditions and Procedures for electronic submission and opening, if allowed	<p>a) Official Address for E-submission: psobid.tender@undp.org</p> <p>b) Format: PDF files</p> <p>c) Max. File Size per transmission: 4.5 Mb</p> <p><u>IMPORTANT:</u> Offers can be split into several files smaller than 4.5 Mb and sent altogether to the above stated email address before the stipulated deadline.</p> <p>d) No. of copies to be transmitted: 1</p> <p>e) Mandatory subject of email: UNDP Mandatory subject of email: ITB UNDP HIST 21-17 Design and Construction of prefab district stores, Zambia</p>
28	D.22.1 c)	Date, time and venue for opening of Bid	<p>Date and Time: 13th October 2017 14.00 hours Copenhagen local time</p> <p>Venue: United Nations Development Programme UNDP, 4th floor Att. Procurement Support Office Bid / Tender Unit Marmorvej 51, 2100 Copenhagen Ø, Denmark.</p> <p>Any Bidder that intends to participate in the public bid opening shall notify Arvis Vilcins (arvis.vilcins@undp.org) at least 24 hours in advance. Bids will be opened in the presence of bidders' representatives, who must hold an attendance authorization on behalf of the bidder.</p>
29	E.28.2	Evaluation method to be used in selecting the most responsive Bid	<p>a) Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements</p> <p>AND;</p> <p>b) Lowest price offer of technically qualified/responsive Bid</p>
30	C.14.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only) (indicate relative page in the bid submitted)	<p><input type="checkbox"/> The present Bid Data sheet. The Bidder shall enclose this Data Sheet in the bid with the appropriate boxes checked. If not so, the bid will be automatically rejected as non-responsive.</p> <p><input type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the works being procured (refer to Section 5).</p> <p><input type="checkbox"/> Quality Certificate (e.g. ISO) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any (refer to Section 5).</p> <p><input type="checkbox"/> Environmental Compliance Certificates, including Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contribute to the ecological sustainability either in its business practices or in the</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>goods it manufactures (refer to Section 5).</p> <p><input type="checkbox"/> Health and Safety Plan. Upon contract award, In order to ensure adherence of all works carried out to minimum health and safety standards, such as SA Occupational Health and Safety Act 85 of 1993 and/or similar, ILO guidelines on safety & health in a construction site, etc, a Health and Safety Plan is required.</p> <p>The said Health and Safety Plan shall be based on the manual, "Safety, health and welfare on construction sites/A Training Manual - International Labour Office Geneva (1999 version)". It can be found in Annex VI of the ITB. This Safety manual shall be an integral part of the tender and Contract documents (refer to Section 5).</p> <p><u>Note:</u> The Contractor is obligated to fully comply the applicable Safety measures contained in the approved Safety plan during the mobilization stage onwards.</p> <p><input type="checkbox"/> Statement of Compliance/ Deviations in regards to each of the items included in the BILL OF QUANTITIES, in Section 3 of this ITB.</p> <p><input type="checkbox"/> Bid Submission Form. Fully completed filled and duly authorized (complete and submit form in SECTION 4).</p> <p><input type="checkbox"/> Bidder Information Form. Submit Form 2 in Section 5 fully completed and duly authorized together with corresponding required supporting documents.</p> <p><input type="checkbox"/> Technical Bid Form. Submit form in SECTION 6 fully completed and duly authorized together with corresponding required supporting documents.</p> <p><input type="checkbox"/> Price Schedule Form. Submit form in SECTION 7 of this ITB fully completed and duly authorized. Bidders shall include in the corresponding financial proposal embodied in SECTION 7 the TOTAL QUOTED IN RESPONSE TO BID INCLUDING CONSULTANTS, based on their propositions. Note that:</p> <ol style="list-style-type: none"> a) The costing shall not include VAT. All payments will be processed according to Zero VAT invoices all according to applicable rules and regulations in that respect. The Contractor must include all expenses that might occur in his overhead expenses and no claims will be accepted regarding this issue. b) Price shall include fees of testing according to specification and Engineer's instruction. UNDP has the right to change the testing laboratory from time to time. <p>Any related official governmental/ municipal/ local fees and work permits/ licenses, as</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>applicable under the local laws in terms of the works, remain under the sole responsibility of the awarded bidder. Bidder should therefore inquire on, and take into account in his bid such possible applicable fees given the context of this project. The MoH PMU shall be responsible for any facilitation required for expediting the Municipal approvals and required construction licenses.</p> <p><u>IMPORTANT:</u> The tender documents are complementary and self-explanatory. Accordingly, the item specification is not limited to item description in the BOQ but rather to the tender documents as a whole.</p> <p><input type="checkbox"/> Written Power of Attorney. It shall authorize the signatory of the bid to commit the Bidder.</p>
31		Other documents that must be Submitted to Establish Technical responsiveness of the offers in response to the ITB.	<p>A) TEAM COMPOSITION AND STRUCTURE. The Bidder shall enclose in the bid the time-effort of each member of the team to be allocated for each stage/ milestone, expressed in number of working days.</p> <p>B) DETAILED WORK PLAN. The Bidder shall submit a written work plan that illustrates the methodology to be followed in the implementation of the work activities. The work plan shall include:</p> <p><input type="checkbox"/> Time Schedule of Works. This is required to show a detailed list of all work activities beside their duration and sequence and delivery milestones as outlined in B. Scope of Required Works, Section 3, within a frame of 6 calendar months from the Contract start date. This schedule shall also include the critical path and resource allocation, both human and material, to assure proper planning of work activities. This time schedule should be reviewed and approved by the engineer before the initiation of work activities. The contractor shall update it and do all modifications deemed necessary to work activities as per the instructions of the engineer. The contractor shall carry out quantity verification to be executed before the start-up of work activities. Written approval on the scope of works shall be obtained prior to implementation process.</p> <p>NOTE: The project will be implemented in one only phase but simultaneously at all sites.</p> <p><input type="checkbox"/> Schedule of Material Supply. The above time schedule of works shall include the dates and quantities of material supply as well as the equipment supply. No delays are accepted due to delay in or insufficient material supply for works in the local market. The time schedule of works should include the dates and</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>quantities of material supply as well as the equipment supply to assure proper planning of work activities.</p> <p>IMPORTANT: (A) The Bidder can use MS Project (or similar software) for the composition of the Work Plan; (B) Before the initiation of the works, the Contractor may be requested to do all pertinent modifications in the time schedule proposed by the Employer; (C) Written approval on the Work Plan must be obtained from the employer-appointed engineer prior to execution of the project.</p> <p><input type="checkbox"/> Design Report. The Bidder shall provide adequate description and detailed specifications– full technical data– of all the required works and components to meet the minimum requirements specified in Scope of the Required Works, Section 3.</p> <p>IMPORTANT: (A) The Bidder shall abide to any additional detail or general drawings issued by the Employer and will be considered as part of the Contract; (B) If the preliminary design report and drawings does not include adequate description of the minimum requirements specified in the Scope of the works, Section 3 of this ITB and the drawings enclosed in the tender dossier, the bid will be rejected as non-responsive.</p> <p>IMPORTANT: As works progress, a Contractor is required to produce and submit to UNDP complete sets of updated as-built drawings for the concrete slabs. The Contractor is responsible for verifying that all works and systems, equipment, and other project elements have been installed, tested, fit the purpose, and are in good operating condition. If defects are found, the Contractor is responsible for correcting these defects. Additionally, the Contractor is required to hand over all buildings and systems to UNDP after the completion of the works and after UNDP and the MoH PMU issued the letter of acceptance.</p> <p>D) SUBCONTRACTING. The maximum percentage of the Contract value allowed to be Subcontracted under this ITB is fixed at 50% of Contract value.</p> <p><input type="checkbox"/> A certified agreement between the Bidder and the Subcontractor prior to commencement of the works.</p> <p>And where the Bidder is proposing to Subcontract more than 10% of the total value of the Contract, the following details shall be also enclosed in the bid submission (highlight cells in the BOQ attached in this ITB to indicate subcontracting details and include a letter of confirmation):</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<input type="checkbox"/> BOQ item number to be subcontracted <input type="checkbox"/> Value of item to be subcontracted <input type="checkbox"/> Name of Subcontractor(s) <input type="checkbox"/> Full qualifications and resources details for the proposed Subcontractor(s) for evaluation purposes. <u>Note:</u> (i) Additional information may be requested by the UNDP to verify the technical and administrative capacity of the Subcontractor(s) to undertake the works; (ii) the UNDP reserves the right to accept or reject proposed Subcontractor(s) based on their qualifications.
32		Documents of the Tender Dossier	a) Wherever Engineers' instruction and equivalence are mentioned within the tender documents, it is understood to be dealt with and/or executed according to the consent of an Engineer appointed by the Employer. b) All tender documents submitted in accordance with the stipulated in the ITB should be preferably signed and stamped. c) It is deemed that everything mentioned in the technical specifications (Section 3), Drawings, BOQ, Pre-bid Meeting Notes and/or any addendum thereof are included in the unit prices of the items and no extra charges will be paid in that respect.
33	C.14	Structure of the Technical Bid and List of Documents to be Submitted	The quantity items in Section 3, C. BILL OF QUANTITIES are deemed as required to conduct the scope of civil works included in this ITB. Bidders are required to pay special attention to the detailed description of the Scope of Works and the minimum technical requirements, characteristics and specifications required for the different components/ elements of the required works, as outlined in Section 3, Part B. <input type="checkbox"/> Bidders are requested to: <ol style="list-style-type: none"> Outline any deviation between the technical requirements, characteristics and specifications offered for the different components/ elements of the required works and those required in Section 3, Part B of the ITB. Indicate any such deviations by including the corresponding remark(s) in the Column titled "Bidder's confirmation of compliance/ comments on deviations" in the table included in this section. Price these items in SECTION 7 of the ITB. Corresponding equipment prices/ costs shall be factored accordingly in the bidder's offer. Make use of the Excel file included in Annex V to this ITB to facilitate completion and submission of

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			Section 7, Price Schedule Form (Financial proposal).
34	C.14.2	Latest Expected date for commencement of Contract	November 2017
35	C.14.2	Maximum Expected duration of Contract	The expected time frame for completion of the works is envisaged to be a maximum of 6 months.
36		UNDP will award the Contract to	One (1) Bidder only or to several bidders according to bid assessments in terms of lots
37	F.33	Criteria for the Award and Evaluation of Bid	AWARD CRITERIA <ul style="list-style-type: none"> a) Compliance with the minimum set of eligibility and qualification requirements stated in Section 2 Instructions to Bidders, Bid Data Sheet in this ITB b) Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications c) Confirmation that Maximum percentage of supply/work that will be sub-Contracted: 50% of Contract value d) Acceptability of the Delivery Schedule e) Appropriateness of the Implementation work plan and Timetable to Project Schedule f) Full compliance of qualification of the team assigned to the Contract. g) Appropriateness of Plant and Equipment schedule h) Lowest offered cost i) Positive technical assessment that the bidder submitting the lowest offered cost fulfilling all requirements above retains sufficient technical, financial, human, etc. capacity to adequately and timely execute the works to be contracted, particularly in case it has been awarded any of the other contracts for design and construction of prefab district stores in Zambia tendered by UNDP over the last months.
38	E.28.3	Post qualification Actions	<ul style="list-style-type: none"> 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 other previous clients on the quality of performance on ongoing or previous Contracts completed

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>d) Inquiry through visit/ inspection of bidder's and/or associates premises, facilities, equipment and/or resources</p> <p>e) Inquiry through credit rating and reporting agencies. The successful Bidder shall fully cooperate with a given credit rating and reporting agency, for purpose of obtaining reports on the company's production facilities, financial and management status</p> <p>f) Testing and sampling of completed goods similar to the requirements of UNDP, where available.</p>
39	E.30	Conditions for Determining Contract Effectivity	<p>a) Compliance to Instructions to Bidders</p> <p>b) UNDP's receipt of Performance Bond; and, Contractor's signature of the civil works Contract</p> <p>c) Approved Works programme</p> <p>d) Resource Histograms</p>
40	F.34	Right to vary Requirements at the Time of Award	UNDP reserves the right to vary the quantity of the works (regardless the amount of variation) without any change in the unit price or other terms and conditions.
41		Other Information Construction Oversight	<p>Alternative bids are not acceptable.</p> <p>NOTE: UNDP will issue another independent contract, for construction oversight services for the district stores of this solicitation.</p>

SECTION 3. SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

A. PROJECT INFORMATION

A.1 Background

Procurement and supply management are key elements of the grants of the Global Fund to fight AIDS, Tuberculosis and Malaria managed by UNDP and other partners in Zambia. The districts still play a key role in supporting the health facilities in their catchment area and are in need of additional storage space.

The lack of sufficient space at the districts hampers their capacity to provide the support services under their portfolio. A joint effort is done together with other donors to support the MOH by accommodating the districts with prefab stores.

It has also been recognized that simple prefabricated structures may be required throughout the country for storing some medical and office/program supplies and which will require infrequent access and take up limited space within the sites. This tender document is related to these prefab district stores for their supply and construction.

UNDP prepared the design and documentation for the district stores with GF funding.

UNDP-GF provides an active support to this process financing the part of the development, which include a number of district stores as well as the substructure alone for others where USAID is providing the superstructures.

B. SCOPE OF REQUIRED WORKS

Construction of prefab district stores in Zambia to be operated by the District Medical Officers of the MoH, including air conditioning, office space and related services.

Bids may be made for an individual Lot or any combination of Lots as follows and as set out in DS 6:

- Lot 1. Luampa and Kazungula (2 prefabs)
- Lot 2. Chibombo, Chilenje Clinic and Lundazi DHO (3 prefabs)
- Lot 3. Mansa, Nsama DHO and Chinsali PHO (3 prefabs)
- Lot 4. Kasepma DMO (1 prefab)

The stores being tendered in this ITB should be thermally efficient and designed to maintain an internal temperature in the main open storage area below 25°C. The design should avoid hot spots and air pockets through a combination of insulation, natural, and (if necessary) forced ventilation. The ventilation system shall maintain positive pressure and resist entry of dust and vermin. Details can be found in Annexes III and IV:

- Annex III: The Scope of Works
- Annex IV: Concept Drawings and Site Information

C. BILL OF QUANTITIES (BOQ)

The following items and quantities are deemed as required to conduct the scope of civil works included in this ITB.

IMPORTANT: Bidders are required to pay special attention to the detailed description of the minimum technical requirements, characteristics and specifications required for the different components/ elements of the required works, as outlined in Section 3 B. Scope of required works.

BIDDERS are requested to outline any deviation between the technical requirements, characteristics and specifications offered for the different components/ elements of the required works and those required in Section 3, B. Scope of required works of the ITB. Bidders are requested to indicate any such deviations by including the corresponding remark(s) in the Column titled "Bidder's confirmation of compliance/ comments on deviations" in the table included in Section 3, C. Bill of quantities, and summarizing such deviations in the following table:

Schedule No./Description	Item No./Description	Summary of deviations between Scope of Required works as described in Section 3 B above and offered items
Bidders to enter	Bidders to enter	Bidders to enter

Bidders are required to price these items in Section 7 of the ITB. Bidders are requested to make use of the Excel file included in Annex V to this ITB to facilitate completion and submission of Section 7, Price Schedule Form (Financial proposal).

See also Annex II, Special Conditions of Contract.

Bidders are required to price these items in Section 7 of the ITB. Bidders are requested to make use of the Excel file included as an annex to this ITB to facilitate completion and submission of Section 7, Price Schedule Form (Financial proposal)

BOQ SECTION 1 – SITE PREPARATION

	DESCRIPTION	QUANTITY	UNIT	Bidder's confirmation of compliance / comments on DEVIATIONS
1	CONSTRUCTION COSTS			
1.1.1	Clear site	199,00	m2	
1.1.2	Strip topsoil	12,20	m3	
1.1.3	Allowable for earthworks	122,00	m2	
1.1.4	Concrete surface bed 100mm thick	12,20	m3	
1.1.5	Place concrete surface bed	122,00	m2	
1.1.6	Cart away of soil	12,20	m2	
1.1.7	Allowance for 19mm stone gravel in front of RSD entrance	36,00	m2	

BOQ SECTION 2 – BUILDING STRUCTURE FOR AN INDIVIDUAL PRE-FAB STORE

	DESCRIPTION	QUANTITY	UNIT	Bidder's confirmation of compliance / comments on DEVIATIONS
1.1	BUILDING STRUCTURE PANEL KIT			
1.1.1	50mm 16 DV chromadek fluted panel cream	120,00	m2	
1.1.2	50mm aluminium housing assembly kit	120,00	m2	
1.1.3	75mm 15 DV chromadek IBR panels (beige)	112,00	m2	
1.1.4	Square tubing PVC gutters with brackets	11,00	m	
1.1.5	Insulated hinge door housing	1,00	no	
1.1.6	Double weatherproof door 1600mm wide, external opening	1,00	no	
1.1.7	Automatic Door Closer (one single door of double door)	1,00	no	
1.1.8	External Security Expandable Gate (double door)	1,00	no	
1.1.9	External Security Expandable Gate (single door)	1,00	no	
1.1.10	Window 50mm 900w x 1200 h aluminium (bronze)	1,00	no	
1.1.11	Window Blinds	1,00	no	
1.2	ELECTRICAL			
1.2.1	DB board unit 1 Single phase with MCB complete	1,00	no	
1.2.2	4 Ft solar poweredlight	9,00	no	
1.2.3	16 Amp light switch 2 x 4 single lever	2,00	no	
1.2.4	Plugs 4 x 4 surface mount	2,00	no	
1.2.5	Wall mounted split type indoor/outdoor unit 18000 BTU aircon	2,00	no	
1.2.6	Automatic voltage regulator 10kVA	1,00	no	
1.2.7	External isolator switch water proof with box closer	1,00	no	
1.2.8	Trunking PVC 100mm x 40mm	36,00	m	
1.2.9	Trunking 16mm x 25mm PVC electrical	28,00	m	
1.2.10	Electrical wiring 2.5mm surflex flat	14,00	m	
1.2.11	Electrical wiring 1.5mm surflex flat	30,00	m	
1.3	INSTALLATION			
1.3.1	Installation of modular walls	120,00	no	
1.3.2	Installation of insulated IBR roof panels	112,00	no	
1.3.3	Installation of roller shutter door	1,00	no	
1.3.4	Installation DB 1 single phase	1,00	no	
1.3.5	Installation per electrical point	13,00	no	
1.3.6	Installation air conditioner	2,00	no	
1.4	FITOUT			
1.4.1	Regular waste bin (20 litre)	2,00	no	
1.4.2	Clothing hook	1,00	no	
1.4.3	Filling cabinet 180*60W*120L	1,00	no	
1.4.4	Bay width 914mm, bay depth 610mm, vertical levels per bay 5, bay height 2134mm with side and back panels	48,00	no	
1.4.5	Standard chair: seat height 45cm,overall height 90cm,width around 60cm,depth around 55cm	1,00	no	
1.4.6	Desk: around 120cm long 60cm width, with at least two drawers	1,00	no	
1.4.7	Split air conditioner with two outlets(for the storage)	1,00	no	
1.4.8	Fire Extinguisher 4.5kg including brackets	2,00	no	
1.5	FREIGHT COSTS			
	-			

1.5.1	Freight Cost	1,00	no	
1.6	PRLEIMINARIES AND GENERAL (SITE INSTALLATION ESTIMATES)			
1.6.1	Supervision - Foreman	1,00		
1.6.2	Safety	1,00		
1.6.3	Insurance	1,00		
1.6.4	Plant	1,00		
1.6.5	Scaffolding	1,00		
1.6.6	Fuel/ Diesel Usage	1,00		
1.6.7	Travel	1,00		
1.6.8	Accommodation	1,00		
1.6.9	Telephone Usage	1,00		
1.6.10	Site Clean up	1,00		
1.6.11	Building Clean Up After works Completion	1,00		
1.6.12	Water usage	1.00		
1.6.13	Electricity usage	1.00		
1.6.14	Company overheads	1.00		

SECTION 4. BID SUBMISSION¹

Form 1: Bid Submission Form

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

Insert: Location

To: [insert: Name and Address of UNDP focal point]

Dear Sir:

We, the undersigned, hereby offer to supply the goods and related services required for ITB UNDP HIST 21-17 Design and Construction of prefab district stores, Zambia, in accordance with your Invitation to Bid dated We are hereby submitting our Bid for Lots..., 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 from the deadline for Bid submission.

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]

¹ 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 APPLICANT

Form 2. Bidder's Information Form²

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

Page of pages

1. Bidders's Legal Name [insert Bidder's legal name]		
2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]		
3. Actual or intended Country/ies of Registration/Operation: [insert actual or intended Country of Registration]		
4. Year of Registration: [insert Bidder's year of registration]		
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: [insert Bidder's legal address in country of registration]		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved (complete and submit Form 4).		
12. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's name] Telephone/Fax numbers: [insert Authorized Representative's name] Email Address: [insert Authorized Representative's name]		
13. Are you, or any JV partners, in the UNPD List 1267.1989 or UN Ineligibility List? * <input type="checkbox"/> YES or <input type="checkbox"/> NO <input type="checkbox"/> Attached is a Confirmation letter		
14. Applicants shall confirm non-existence of conflict of interest ³ * <input type="checkbox"/> Attached is a Confirmation letter		
15. Applicants shall confirm that Non-performance of a Contract did not occur within the last 2 years prior to the deadline for application submission, based on all information on fully settled disputes of litigation * <input type="checkbox"/> Attached is a Confirmation letter		
16. Attached are copies of original documents of: * <input type="checkbox"/> Certificate of registration of the business <input type="checkbox"/> Tax registration/payment certificate <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.		

**Tick relevant boxes as the case may be*

² The Applicant 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.

³ See Section 2 Paragraphs 5, 6, 7 for requirements

Form 3. Joint Venture Declaration

We have entered into a private association/consortium/ joint venture in order to submit joint application for this ITB notice by United Nations Development Programme (UNDP). If we are awarded the Contract, the joint venture agreement shall be notarized and submitted to the Contracting Entity before the Contract is concluded. Lead (pilot) partner of our joint venture shall be[indicate the name of the lead partner] until the completion of the works.

If we are awarded the Contract as a result of the joint tender that we intend to submit, we hereby declare, accept and guarantee that the Contract shall be signed by all partners and our partner indicated as the lead partner shall have the full power to act for and on behalf of our joint venture in respect of all issues concerning the Contract.

No	Name of the Partner in the JV	Percentage Share ⁴
1		
2		
3		

	Lead Partner	Partner	Partner
Name			
Date			
Signature			
Stamp			

⁴ Lead partner's share cannot be less than 50%. Share of the remaining partner(s) shall not be less than 20%

Form 4. Litigation history

1. Has the Applicant ever failed to complete any awarded work within the last 3 years?
(If Yes, attach explanation)

2. Company's history of litigation or arbitration from Contracts executed in the last three years or currently under execution. Please indicate for each case year, name of Employer, cause of litigation, matter in dispute, disputed amount and whether the award was for or against the company.
(If applicable, attach explanation)

3. Has the Applicant filed any lawsuits or claims with regard to construction Contracts within the last three years?
(If Yes, attach explanation)

Form 5. General Construction Experience: Projects Completed/ Ongoing

No	Name of the Employer/Client (Address and contact details)	Name and location of project	Project start and completion Dates	Project type: Building, Sewage, Water, Roads, etc	Project Amount (%) or Contract Price (USD)	Attached Certificate/ Contract/POs
1						
2						
3						
4						
5						
6						
7						
8						

Note: (A) Applicants are requested to complement the information inserted in table above with a copy of the respective Contract/purchase order(s). (B) Further, Applicants are required to include in their applications a statement of Satisfactory Performance from 3 relevant Clients. Such statements shall be dated six (6) months or later, before the deadline for submission of bids in response to this ITB.

Form 6. Applicants Turnover

Year	Turnover Volume in USD
2014	
2015	
2016	
Average	

Form 7. Relevant Construction Experience

	Description of project and of the works of similar nature included in it	Year and degree of project completion (%)	Value of works of similar nature included in project	Attached Certificate/ Contract/POs
Project 1	<i>(indicate project description, location and outline which works are of similar nature conducted, i.e. site preparation, plumbing, electricity, vertical construction works, etc.) as well as the Applicants role in executing the referred works (management Contractor, major Contractor, Subcontractor, etc.)</i>			
Project 2, etc				

Note: Applicants are requested to complement the information inserted in table above with a copy of the respective Contract/purchase order(s).

Form 8. Key Personnel Form

Guidance Note: The key personnel form must be printed on company letterhead, signed by the authorized representative(s) of the Applicant, dated and stamped. The form should be supplemented by the SIGNED CVs of the proposed key personnel, copies of their diplomas, and other supporting documents (certifications, membership to professional bodies etc.) as applicable.

To: UNDP

KEY PERSONNEL FORM

We, the undersigned, confirm that the following key personnel whose names and qualifications have been summarized below will be available for engagement in connection with any possible Contract awarded on the basis of this ITB. Attached are the signed CVs of the proposed key personnel, along with copies of their diplomas and other supporting documents as applicable.

#	Key Personnel (Last name, name)	Designation / Role / Expertise	Education (Degree)	Years of Professional Experience	Years of Similar Work Experience

CV TEMPLATE

Guidance Note: The following CV template should be used by the applicants for all of the proposed key personnel. Note that the CV must be signed and dated by the proposed key personnel. At the minimum the copies of the diplomas of the proposed key personnel should be attached.

Position*:		
Personnel Information	Name	Date of Birth:
	University Degree*:	
	Professional Qualifications:	
Present Employment	Name of the Employer	
	Address of the Employer	
	Telephone	Contact Person:
	Fax	Email:
	Job Title	Years with present Employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project. Add/delete rows as applicable.

From *	To*	Company, Project, Position, and Technical and Management Experience*

*Mandatory fields

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience. I confirm my intention to serve within the proposed capacity and my availability to perform the duties as per the requirements.

Signature and Date: [signature of the proposed personnel and the date of signature] .

Attachments: Copy of diploma(s), etc.

Form 9. Equipment Form

Note: The key equipment form must be printed on company letterhead, signed by the authorized representative(s) of the applicant, dated and stamped. The form should be supplemented by data sheets of technical specifications and maintenance records of each piece of equipment listed.

EQUIPMENT FORM

(Applicants to complete information on the equipment used over the last 2 years)

Equipment description and capacity	Quantity	Year of Manufacture	Current Location	Status/Condition of the equipment	Indicate form of access to the equipment (i.e. ownership, lease, rental, etc.)
(i.e. Concrete Mixer Xm3, dump truck Ym3, tipper Zm3, Water tanker, Crane lifting capacity X Tons at Y M, backhoe loaders, excavators, etc) -					

[Signature of the Authorized Representative(s) of the Bidder]

Name: [Insert name(s) of the Authorized Representative(s) of the Bidder]

Address [insert street number/town or city/country address]

Dated on [insert the date: DD/MM/YYYY]

Form 10. Local Representative in Zambia⁵

We confirm that we have appointed Mr./Mrs. [Applicants to enter name, full location & address of main office, telephone and contact number], as our local representative for this project.

[Signature of the Authorized Representative(s) of the Bidder]

Name: [Insert name(s) of the Authorized Representative(s) of the Bidder]

Address [insert street number/town or city/country address]

Dated on [insert the date: DD/MM/YYYY]

⁵ To be provided ONLY by bidders that are not a legal entity constituted in Zambia

Form 11. Financial Situation

(To be printed on company letterhead, signed, dated and stamped)

Applicant's Legal Name _____ Date _____

Financial information in USD ⁶				
Information from Balance Sheet				
	2014	2015	2016	Average
Total Assets (TA)				
Total Liabilities (TL)				
TA/TL Ratio				
Net Worth (NW)				
Current Assets (CA)				
Current Liabilities (CL)				
CA/CL Ratio				
Information from Income Statement				
Total Revenue (TR)				
Profits Before Taxes (PBT)				

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- * Must reflect the financial situation of the Applicant
- * Historical financial statements must be audited by a certified accountant
- * Historical financial statements must be complete, including all notes to the financial statements

- * Historical financial statements must correspond to accounting periods already completed and audited

Name:

Company Name:

⁶ For conversion purposes please use average annual conversion rates

Form 12. Financial Resources

(to be printed on company letterhead, signed, dated and stamped)

Cash and Credit position as of submission date in USD⁷

Bank	Available Cash	Unused		
		Cash Credit	Credit Letter	
Total				
	A	B	C	A+B+C

⁷ For conversion purposes please use average annual conversion rates

Form 13. Detail of Applicant's existing workload

Project Reference and name of client	Applicant's role in the project and detailed description of works	Value of work to be executed by Applicant (USD)	Estimated time of full completion	Attached Certificate/ Contract/POs
<i>Project reference: Name of client:</i>	<i>Applicant role [description or works performed]</i>			

SECTION 6. TECHNICAL BID FORM⁸

UNDP ITB UNDP HIST 21-17 Construction of Prefabricated Pharmaceutical Storage Units in Zambia
--

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

SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES
1. Technical description of items <input type="checkbox"/> We confirm that all items for Lots as (identify the Lots you are bidding for) requested in Data Sheet (26 and 27); Section 3, Schedule of requirements and technical specifications; and a detailed BOQ, Section 7 have been included and priced in our bid
2. Bidder's Statement Regarding Deviations/Non-Compliance <input type="checkbox"/> We confirm that any departure from the provisions of the specification shall be are disclosed in the table provided as BOQ
3. Descriptive literature <input type="checkbox"/> We confirm that full technical details of all items offered in technical sheets or catalogues with pictures showing detail and general views of the equipment and components have been provided. <input type="checkbox"/> We confirm that specific details/models of items offered should be are clearly stated as standard technical sheets or catalogues offering different options.
4. Further to the Schedule of Requirements, Bidders are requested to take note and submit additional documentation required in Section 3, Part A2: related services. <input type="checkbox"/> We abide by this

⁸ Technical Bids not submitted in this format may be rejected.

SECTION 7. INDIVIDUAL LOT PRICE SCHEDULE

ITB UNDP HIST 21-17 Construction of Prefabricated Pharmaceutical Storage Units in Zambia

Tender Price Breakdown

IMPORTANT: Bidders are requested to make use of the Excel file titled “Design and Construction of Prefab Units, Price Schedule Excel format” (Annex V) when completing Section 7, Price Schedule form in response to this ITB.

1 – SITE PREPARATION

	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
1	<u>CONSTRUCTION COSTS</u>				
1.1.1	Clear site	199,00	m2		\$-
1.1.2	Strip topsoil	12,20	m3		\$-
1.1.3	Allowable for earthworks	122,00	m2		\$-
1.1.4	Concrete surface bed 100mm thick	12,20	m3		\$-
1.1.5	Place concrete surface bed	122,00	m2		\$-
1.1.6	Cart away of soil	12,20	m2		\$-
1.1.7	Allowance for 19mm stone gravel in front of RSD entrance	36,00	m2		\$-

2 – BUILDING STRUCTURE

	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
1.1	<u>BUILDING STRUCTURE PANEL KIT</u>				
1.1.1	50mm 16 DV chromadek fluted panel cream	120,00	m2		\$-
1.1.2	50mm aluminium housing assembly kit	120,00	m2		\$-
1.1.3	75mm 15 DV chromadek IBR panels (beige)	112,00	m2		\$-
1.1.4	Square tubing PVC gutters with brackets	11,00	m		\$-
1.1.5	Insulated hinge door housing	1,00	no		\$-
1.1.6	Double weatherproof door 1600mm wide, external opening	1,00	no		\$-
1.1.7	Automatic Door Closer (one single door of double door)	1,00	no		\$-
1.1.8	External Security Expandable Gate (double door)	1,00	no		\$-
1.1.9	External Security Expandable Gate (single door)	1,00	no		\$-
1.1.10	Window 50mm 900w x 1200 h aluminium (bronze)	1,00	no		\$-
1.1.11	Window Blinds	1,00	no		\$-
1.2	<u>ELECTRICAL</u>				
1.2.1	DB board unit 1 Single phase with MCB complete	1,00	no		\$-
1.2.2	4 Ft solar powered light	9,00	no		\$-
1.2.3	16 Amp light switch 2 x 4 single lever	2,00	no		\$-
1.2.4	Plugs 4 x 4 surface mount	2,00	no		\$-
1.2.5	Wall mounted split type indoor/outdoor unit 18000 BTU aircon	2,00	no		\$-
1.2.6	Automatic voltage regulator 10kVA	1,00	no		\$-
1.2.7	External isolator switch water proof with box closer	1,00	no		\$-

1.2.8	Trunking PVC 100mm x 40mm	36,00	m		\$-
1.2.9	Trunking 16mm x 25mm PVC electrical	28,00	m		\$-
1.2.10	Electrical wiring 2.5mm surflex flat	14,00	m		\$-
1.2.11	Electrical wiring 1.5mm surfex flat	30,00	m		\$-
1.3	INSTALLATION				
1.3.1	Installation of modular walls	120,00	no		\$-
1.3.2	Installation of insulated IBR roof panels	112,00	no		\$-
1.3.3	Installation of roller shutter door	1,00	no		\$-
1.3.4	Installation DB 1 single phase	1,00	no		\$-
1.3.5	Installation per electrical point	13,00	no		\$-
1.3.6	Installation air conditioner	2,00	no		\$-
1.4	FITOUT				
1.4.1	Regular waste bin (20 litre)	2,00	no		\$-
1.4.2	Clothing hook	1,00	no		\$-
1.4.3	Filling cabinet 180*60W*120L	1,00	no		\$-
1.4.4	Bay width 914mm, bay depth 610mm, vertical levels per bay 5, bay height 2134mm with side and back panels	48,00	no		\$-
1.4.5	Standard chair: seat height 45cm,overall height 90cm,width around 60cm,depth around 55cm	1,00	no		\$-
1.4.6	Desk: around 120cm long 60cm width, with at least two drawers	1,00	no		\$-
1.4.7	Split air conditioner with two outlets(for the storage)	1,00	no		\$-
1.4.8	Fire Extinguisher 4.5kg including brackets	2,00	no		\$-
1.5	FREIGHT COSTS				
1.5.1	Freight Cost	1,00	no		\$-
1.6	PRELIMINARIES AND GENERAL (SITE INSTALLATION ESTIMATES)				
1.6.1	Supervision - Foreman	1,00			\$-
1.6.2	Safety	1,00			\$-
1.6.3	Insurance	1,00			\$-
1.6.4	Plant	1,00			\$-
1.6.5	Scaffolding	1,00			\$-
1.6.6	Fuel/ Diesel Usage	1,00			\$-
1.6.7	Travel	1,00			\$-
1.6.8	Accommodation	1,00			\$-
1.6.9	Telephone Usage	1,00			\$-
1.6.10	Site Clean up	1,00			\$-
1.6.11	Building Clean Up After works Completion	1,00			\$-
1.6.12	Water usage	1.00			
1.6.13	Electricity usage	1.00			
1.6.14	Company overheads	1.00			

SITE PREPARATION

SECTION 7. SUMMARY TABLE – SITE PREPARATION

Item	DESCRIPTION	Amount (USD) Offered by bidder
1	TOTAL QUOTED SCHEDULE 1, SITE PLANNING	\$ -
-	TOTAL QUOTED IN RESPONSE TO BID INCLUDING CONSULTANTS:	\$ -

BUILDING STRUCTURE

SECTION 7. SUMMARY TABLE – BUILDING STRUCTURE

Item	DESCRIPTION	Amount (USD) Offered by bidder
1	TOTAL QUOTED SCHEDULE 1, BUILDING STRUCTURE PANEL KIT	\$ -
2	TOTAL QUOTED SCHEDULE 2, ELECTRICAL KIT	\$ -
3	TOTAL QUOTED SCHEDULE 3, INSTALLATION	\$ -
4	TOTAL QUOTED SCHEDULE 4, FITOUT	\$ -
5	TOTAL QUOTED SCHEDULE 5, FREIGHT COSTS	\$ -
5	TOTAL QUOTED SCHEDULE 6, PRELIMINARIES & GENERAL	\$ -
-	TOTAL QUOTED IN RESPONSE TO BID INCLUDING CONSULTANTS:	\$ -
-	ALL INCLUSIVE TOTAL BID PRICE	\$ -

SECTION 8. FORM FOR BID SECURITY

Not Applicable

(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, 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 the requirements of this ITB; 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 to a date 120 days from the deadline of submission of the bid.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

SECTION 9. FORM FOR PERFORMANCE SECURITY⁹

(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 Contractor”**) has undertaken, in pursuance of Contract No. *[Click to enter dated]*, to deliver the goods and execute related services *[Click here to enter text]* (**hereinafter called “the Contract”**).

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

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

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

This guarantee shall be valid until a date 28 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

⁹ If the ITB requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the Contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template

SECTION 10. FORM FOR ADVANCED PAYMENT GUARANTEE¹⁰

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

Beneficiary: _____ [Bank's Name, and Address of Issuing Branch or Office]
Date: _____ [Name and Address of UNDP]

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])¹¹ 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 _____, 2017 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.

¹⁰ 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.

¹¹ 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 11. CONTRACT

CONTRACT (DRAFT)



Date

Dear Sir/Madam,

Ref.: ITB UNDP HIST 21-17 Construction of Prefabricated Pharmaceutical Storage Units in Zambia

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage [ENTER CONTRACTOR NAME] in order to perform Design and Construction of Prefab District Stores, Lots ... in Zambia, in accordance with the following Contract:

1 CONTRACT DOCUMENTS

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, [REV. Oct, 2000], attached hereto as ANNEX I
- 1.2 The General Conditions of Contract for Civil Works are supplemented with the Special Conditions of Contract, attached hereto as Annex II, "Special Conditions of Contract". For the avoidance of doubt, and unless expressly stated otherwise, the Special Conditions of Contract shall prevail in case of any inconsistency over the General Conditions.
- 1.3 The provisions of these Annexes shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under Section 4 of this letter, entitled "Special Conditions".
- 1.4 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) This letter;
 - b) The Scope of Works (Annex III) and Annex IV Concept Drawings and Site Information
 - c) The Contractor's Tender dated [enter date] including the Priced Bill of Quantities, as clarified by the [MINUTES OF MEETING DATED] not attached hereto but known to and in the possession of both parties
 - d) Any specified forms and other relevant documents including the ITB.
- 1.5 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract. The Contractors' address and contact details being:

[ENTER DETAILS OF CONTRACTOR's ADDRESS]
- 1.6 Wherever Engineers' instruction and equivalence are mentioned within the Contract documents, it is understood to be dealt with and/or executed according to the consent of an Engineer appointed by the Employer.

2 OBLIGATIONS OF THE CONTRACTOR

- 2.1 The Contractor shall commence work within forty-five (45) days from the date on which he shall have been given access to the Site and received the notice to commence from the Project Manager, and shall perform and substantially complete the Works by [STATE AGREED COMPLETION DATE], in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.
- 2.2 The Contractor is responsible for verifying that all works and systems, equipment, and other project elements have been installed, tested, fit the purpose, and are in good operating condition. If defects are found, the Contractor is responsible for correcting these defects. Additionally, the Contractor is required to handover all buildings and systems to UNDP after the issuance of the letter of acceptance by UNDP.
- 2.3 The Contractor shall submit to the Project Manager the Programme of Work referred to in Clause 13 of the General Conditions by [STATED DATE].
- 2.4 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.
- 2.5 The Contractor must provide a warranty period of 365 days following issuance of the Certificate of Substantial Completion of Works, which will run concurrently with the Defects Liability period.
IMPORTANT: The warranty will exclude malicious damage or end user damage to work by third parties.
- 2.6 During the Defects Liability Period (i.e. twelve (12) months after the intended completion of works) the Contractor shall replace/repair at his own expense any damage resulted from defect in execution or defects that arise in the normal course of usage, over one (1) week after receiving a notice in writing from UNDP. If not so, UNDP shall do these repairs/replacements at the expense of the Contractor, which shall be deducted from due sums against the Maintenance Guarantee.
- 2.7 Upon Contract award, the Contractor shall provide a detailed Health and Safety Plan, subject to the Engineer's approval. All related costs to be borne by the Contractor.

3 PRICE AND PAYMENT

- 3.1 In full consideration of the complete and satisfactory performance of the works under this Contract, UNDP shall pay the Contractor a fixed Contract price of [ENTER SUM in figures] United States Dollars [ENTER SUM IN LETTERS]
- 3.2 The price of this Contract is fixed lump sum and not subject to any adjustments or revision because of price or currency fluctuation or the actual cost incurred by the Contractor. The Contractor shall have total responsibility on the performance of the Design and Build Contract without exceeding the Contract lump sum amount of USD [ENTER SUM in figures followed by SUM in letters]
- 3.3 This Contract is exempted from VAT and all other taxes, as such taxes will not be paid under this Contract.
- 3.4 In the case of requesting an advance payment by the Contractor, UNDP shall pay the Contractor an amount up to 10% of the Contract value upon signature of the Contract by both parties and after submission by the Contractor and acceptance by UNDP of the following documents
 - a) An irrevocable bank guarantee for the same value of the advance payment in a form acceptable to UNDP and valid for the period of 30 days after the intended completion date of the project works (completed and submit SECTION 10 in the ITB).
 - b) The required Performance Security as stipulated in this Contract.
- 3.5 Invoices shall be submitted by the Contractor to the Project Manager upon achievement of the corresponding milestones and for the following amounts:

[PROPOSED PAYMENT SCHEDULE]

Table 1: Payment schedule

No.	MILESTONE ACTIVITY	AMOUNT (USD)	EXPECTED PAYMENT DATE
1	Advance Payment	10% max against bank guarantee	Within 8 working days of receipt of signed contract in Copenhagen and within 15 days of contract award.
2	Site establishment	5%	Within 7 working days of certificate of site establishment produced by UNDP Project Manager and within 14 days of Contract signature.
3	Acceptance of Construction Working Drawings	5%	Within 5 working days of receipt of certificate of drawing acceptance produced by UNDP Project Manager.
4	First agreed construction milestone	20%	Within 7 working days of receipt of certificate of stage one completion produced by UNDP Project Manager
5	Second agreed construction milestone	20%	Within 7 working days of receipt of certificate of stage two completion produced by UNDP Project Manager.
6	Third agreed construction milestone	20%	Within 7 working days of receipt of certificate of final completion produced by UNDP Project Manager..
7	Fourth agreed construction milestone	10%	
8	Practical completion (First Retention Release)	5%	Within 8 working days of receipt of certificate of final completion produced by UNDP Project Manager.
9	Final completion (Release of last Retention)	5%	Within 8 working days of 52 weeks from hand over date
	Total Contract Amount	TBD	TBD

- 3.6 UNDP shall execute payment of the invoices after receipt of the certificate of payment issued by the Project Manager, approving the amount contained in the invoice. In addition, the Project Manager:
- May make corrections to that amount, in which case UNDP may execute payment for the amount so corrected;
 - May withhold invoices as long as the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order; and
 - Shall process the invoices submitted by the Contractor within 15 days of their receipt.

- 3.7 Invoices shall be paid within fourteen (14) days of the date of their receipt and acceptance by UNDP

- 3.8 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.
- 3.9 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Project Manager.
- 3.10 All payments shall be made by UNDP to the following Bank account of the Contractor:

[ENTER BANK NAME, ADDRESS AND BANK ACCOUNT]

4 SPECIAL CONDITIONS

- 4.1 The **Performance Security** referred to in Clause 10 of the General Conditions in Annex I, shall be submitted by the Contractor before the Contract signature for an amount of **Ten Percent (10%) of the Contract Amount**.
- 4.2 The **Liability Insurance** referred to in Clause 23 of the General Conditions in Annex I shall be taken out by the Contractor for an amount equivalent to **Three Hundred Percent (300%) of the Contract sum**. The Liability Insurance shall be submitted by the Contractor within seven (7) days of receipt of Draft Contract and before Contract signature. It shall be valid until the end of Defects Liability Period (i.e. twelve (12) months after the intended completion date).
- Note: Insurance policies issued by the successful bidder shall be subject to the general conditions, terms and conditions of this Contract, and in compliance with the applicable Zambia Labour Law and international standards in this regard.*
- 4.3 According to Clause 45 of the General Conditions in Annex I, the **Liquidated Damages** for delay shall be **Five Hundred US Dollars (USD 500.00) per day of delay**, up to a maximum of 10% of the final price of the Contract.

5 SUBMISSION OF INVOICES

- 5.1 The Contractor may submit invoices for materials and plant stored at the site, proved that they are necessary and adequate for the performance of the works and they are protected from weather conditions and duly insured as per the instructions of the Project Manager.
- 5.2 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Project Manager's address specified in clause 8.2.

Note: Invoices submitted by fax shall not be accepted by UNDP

6 MODIFICATIONS

- 6.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

7 NOTIFICATIONS

- 7.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP: The UNDP Country Director,
United Nations Development Programme
UN House, 9350, Alick Nkhata Road,
P.O. Box 31966,
Lusaka, Zambia.
Ref. GF HIST 27-2016
Tel: (260-211) 386200
E-mail: registry.zm@undp.org

For the Contractor: [ENTER CONTRACTOR NAME AND CONTACT DETAILS]

7.2 For the purposes of communications with the Project Manager, the address of the Project Manager shall be as follows:

[ENTER DETAILS OF PROJECT MANAGER]

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office (see address in clause 8.1) one original of this Contract, duly signed and dated.

Yours sincerely,

Coleen Zamba
Acting Country Director

Deputy Country Director, Operations

For United Nations Development Programme

Agreed and Accepted:

Agreed and Accepted:

Signature _____

Name Sergio Valdin
Title Acting Country Director,

Date

Witnessed by:

Signature _____

Name
Title
Date

Witnessed by:

Signature _____

Name Kazuhisa Yokomizo
Title UNDP GF Acting Project
Manager
Date

For [ENTER CONTRACTOR NAME]

Signature _____

Name
Title
Date

ANNEX I

UNDP GENERAL CONDITIONS OF CONTRACT FOR CIVIL WORKS

Please note that a full set of UNDP General Conditions of Contract for civil works is available from the following internet Link:

http://procurement-notice.undp.org/view_file.cfm?doc_id=17648.

ANNEX II

SPECIAL CONDITIONS OF CONTRACT

AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT IN ANNEX I

- **Clause 1 (setting forth definitions) on page 3** is hereby amended to read as follows:
 - (b) “Design and Build Contractor” or “Contractor” means the entity whose tender has been accepted and with whom the Contract has been entered into.
 - (c) “Project Manager” means the person whose services have been engaged by UNDP to administer the Contract as provided therein, as will be notified by writing to the Contractor.
 - (e) “The Works” means the design, actual construction and supervision to be executed and completed under the Contract.
- **Clause 1 (setting forth definitions) on page 3** is hereby supplemented with the following terms:
 - (i) Architect, Engineer and Quantity Surveyor: A duly licensed individual or entity designated by design and Build Contractor to perform or furnish specified Design Professional Services in connection with the Work.
 - (ii) Contract Documents: The documents as are listed under Agreement Declarations, Section 1 of the Agreement.
 - (iii) Contract Time: The time stated in the Agreement to achieve Substantial completion, and to finally complete the Works so that it is ready for final payment in accordance with article 46 of these General Conditions.
 - (iv) Design Criteria Package: The drawings and specifications and/or other graphic or written materials, criteria and information concerning the Employer’s requirements for the Project, such as design objective and constraints, space, capacity and performance requirements, flexibility and expandability, which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for the Employer.
 - (v) Laws and Regulations: Any and all applicable laws rules, regulations, ordinances, codes and orders or any and all governmental bodies, agencies, authorities and courts having jurisdiction.
 - (vi) Drawings: Those portions of the Contract Documents prepared by or for the Design and Builder Contractor and approved by Employer consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the work.
 - (vii) Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the construction and certain administrative details applicable thereto.
 - (viii) Submittal: A written or graphic document prepared by or for Design and Build Contractor which is required by the Contract Documents to be submitted to the Employer by the Design and Build Contractor. Submittal may include, but are not necessarily limited to Drawings, Specifications, Bill of Quantities, Progress Schedules, Shop Drawings, Samples, Cash Flow Projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.
 - (ix) Substantial Completion: The time at which the construction has progressed and the Work has been completed to the point where it sufficiently complete, in accordance with the Contract Documents, so that the Construction can be effectively and efficiently utilized for the purpose of which it is intended without any material impairment of function. The terms substantially Completion may be used in the Contract Document in reference to a particular portion of the construction in which case the term will be applied as defined above only to that portion of the Construction; otherwise it shall be deemed to refer to the total Construction.
 - (x) Special Conditions: Annex II of the Contract Documents which amends or supplements the General Conditions of Contract.
- **Clause 8.1 (regarding custody of drawings) on page 8** is hereby amended to read as follows:

Two (2) sets of hardcopy and a soft copy of approved drawings shall be submitted by the Contractor to the Employer and remain in the sole custody of the Employer but two (2) hard copies thereof shall be retained by the Contractor. The Contractor shall provide and make at his own expense any further copies

require by him. At completion of the works, the Contractor shall return all drawings generated under the Contract.

- **Clause 8.2 (regarding copies of drawings) on page 8** is hereby amended to read as follows:

One copy of the approved Drawings submitted by the Contractor as aforesaid shall be kept by the Contractor on site and the same shall at all reasonable times be available for inspection and use by the Project Manager and any other person authorized in writing by the Project Manager.

- **Clause 56 (tax exemption) on page 29** is hereby replaced with the following text:

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

PROVISIONS SUPPLEMENTING THE GENERAL CONDITIONS OF CONTRACT IN ANNEX I

1 DESIGN BY THE CONTRACTOR. GENERAL DESIGN.

- 1.1 Based upon the Employer's Project requirements, as set forth in the Design Criteria Package prepared by the Employer, the Design and Build Contractor shall prepare Design Development Documents to finalize the character of the Project as to structural, mechanical and electrical systems, materials, and other appropriate essential items of the Project. From approved Design Development Documents, the Design and Build Contractor will prepare work drawings and specifications setting forth in detail the requirements for the construction of the Project, and based upon codes, laws, or regulations which have been enacted at the time of their preparation. These Development Documents shall be the basis for the design and construction of the Project.
- 1.2 The Contractor shall carry out, and be responsible for the design of the Works. The Design shall be prepared by qualified designers within the Contractor Team, who are consultants registered with the relevant Statutory Bodies in Zambia.
- 1.3 Each Design Member of Contractor shall assign a sufficient number of its experts, to the Project so that the provisions of this Contract are complied with and the Design Services are carried out in accordance with the Subcontract Services Agreement, which shall be submitted to the Project Manager for approval.
- 1.4 The Contractor warrants that its designers and design Subcontractors have the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Employer at all reasonable times, until the expiry date of the relevant Defects Notifications Period.
- 1.5 The Employer shall scrutinize the Contractor's design criteria and procedures and the items of reference within the period of fourteen (14) days before the Commencement Date, the Employer shall give notice of any error, fault or other defect found in the Contractor's design criteria and procedures on the reference items.
- 1.6 A detailed Bill of Quantities shall be prepared and priced by the Contractor, whose final price shall be as indicated in the price schedule. Any errors and/or omissions in the Bill of Quantities shall not absorb the Contractor from their overall design and works execution liability and responsibility and shall not be regarded as variations to the Employer's Account.
- 1.7 The Contractor unless otherwise provided in the Contract, shall:
 - a) In respect of any defects or insufficiencies in the design of the works, be liable to rectify such defects or insufficiencies at their own cost and also be liable to compensate costs or losses incurred by the Employer arising from a defective design on the works.

- b) In all circumstances, obliged to ensure that the final approved design is fit for the purpose intended in the Contract and warrants design defect liability on the works after practical project completion.

2 DOCUMENTATION NECESSARY TO EXECUTE THE WORKS

- 2.1 The Contractor's Documents shall comprise the technical documents required to satisfy all regulatory approvals, including the Bill of Quantities. The Contractor's Documents shall be written in the language for communications defined in Clause 64 of the General Conditions of Contract in Annex I.
- 2.2 The Contractor shall prepare all documents necessary to execute the works and pay all related statutory fees as applicable under the local laws. Besides, the Contractor shall prepare a complete detailed design package, including structural and descriptive memorandums, for Municipal approvals and required construction licenses issuing. The Employer's Project Manager shall have the right to inspect the preparation of all these documents, wherever, they are being prepared. When completed the documents shall be submitted to the Employer for approval.
- 2.3 In the case of the Contractor's Document, which has been submitted for Employer's approval, within five (5) days the Employer shall give notice to the Contractor that the Contractor's Document is approved, with or without comments, or that it fails (to the extent stated) to comply with the Contract.
- 2.4 For each part of the Works, and except to the extent that the prior approval or consent of the Employer shall have been obtained, execution of such part of the Works shall not commence until the Employer has approved the Contractor's Document.
- 2.5 If the Employer instructs that further Documents from the Contractor are required for approval, the Contractor shall prepare them promptly. Any such approval or consent, or any review shall not relieve the Contractor from any obligations or responsibility.
- 2.6 The Contractor undertakes that the design, the execution and the completed Works will be in accordance with:
 - a) The Laws in the Country of Zambia, and;
 - b) The Contract Documents, as may be amended by the Parties in writing.
- 2.7 If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's Documents, the Documents and the Works shall be corrected at the Contractor's cost, notwithstanding any consent or approval under this Clause.

3 EXECUTION OF THE WORKS

Phasing

- 3.1 The project will be executed in only one (1) phase but simultaneously at all sites.

Meetings

- 3.2 Pre-construction Meeting. Prior to the commencement of works, the Design and Build Contractor shall attend a preconstruction conference with the Employer to discuss the progress Schedule, procedures for finalizing and handling working drawings and other submittals, and for processing Applications for payment, and to establish a working understanding among the parties as to the Contract deliverables.
- 3.3 Periodical site meetings will be carried out by the Employer and the Contractor or duly authorized delegate should attend the meetings.

Health and Safety Plan and Quality Assurance Plan

- 3.4 Execution of actual building works shall not commence until after all preliminary site establishment requirements, a detailed Health and Safety Plan including scaffolding/ support systems plans are approved, and performance and insurance Bonds are obtained and submitted in line with the execution model of the bidding document.
- 3.5 The Contractor shall submit the Quality Assurance Plan within fourteen (14) days of the Start Date, for approval by the Employer, and operations on site shall not commence until the scheme is approved.
- 3.6 The Contractor has to supply and install two (2) project sign boards before the start-up of work activities. Details to be included on the board shall be provided by the Engineer during the mobilization period.

Temporary Installations

- 3.7 All temporary installations needed to facilitate the execution of the project works will be set up by the Contractor at his own expense. Also setting up and furnishing of site-offices shall be the sole responsibility of the Contractor. Such installations shall be removed by the Contractor after the completion of the project works.
- 3.8 Expenses due to delays in the set up and removal of the temporary installations or any part thereof shall be defrayed by the Contractor. Such expenses, if happened, will be reduced from the amounts payable to the Contractor without any objection to the action or the cost.
- 3.9 The Contractor is responsible to safeguard the building site, materials and equipment from damage and theft as well as take all reasonable precautions to prevent unauthorized access to the building works or supplies.

Warehouses

- 3.10 The Contractor shall establish stores and warehouses to stock all the building materials, and ensure their protection from damage caused by exposure to external conditions.

Drawings

- 3.11 As works progress, the Contractor is required to produce and submit to Employer complete sets of updated as-built drawings, as well as final as-built drawings at project completion.

Materials

- 3.12 The Contractor shall submit all samples and/or catalogues for all materials to be used on the project to verify their compliance with the technical specifications as follows:
- a) The samples will be handed along with the request of material approval as per the schedule of material supply such that one week is allowed to obtain approval before order of material supply is placed.
 - b) The samples and catalogues should show the data of technical specification. In case there is no possibility to obtain a sample, the catalogue might be accepted after the Engineer's approval.

Cash-Flow

- 3.13 The Contractor shall submit a cumulative cash flow chart (S Curve) expected during execution of the works, including updates on a regular basis to adapt the actual expenditure on the project.

Monthly reports and photographs

- 3.14 The Contractor shall submit monthly reports in three copies reflecting the actual progress of works in percentage, executed work activities, obstacles and difficulties faced and photos showing such progress.

4 CONTRACTOR'S SUPERVISION OF THE WORKS

- 4.1 The Contractor shall with due care and diligence design, execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract.
- 4.2 The Contractor shall establish and implement a scheme of Quality Assurance, including all supervision and testing procedures, records and all other things required to ensure that the Works are in accordance with provisions of the Contract.
- 4.3 The Contractor shall provide at his own expenses any test according to the stipulated tests in the general specifications as requested by the Engineer for any materials supplied, installed, or stored on the construction site. The Contractor must also secure any device and equipment necessary to test any works as requested by the Engineer.

5 DESIGN COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

- 5.1 Except as it otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, process, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP. The intellectual property entitlement does not include repetition of the design other than on the site or sites to which this agreement relates, unless agreed and consented to in writing by UNDP and the Contractor.
- 5.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor that:
- a) pre-existed the performance by the Contractor of its obligations under the Contract, or;
 - b) the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract,
- UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use intellectual property or other proprietary rights solely for the purpose of and in accordance with the requirements of the Contract.
- 5.3 At the request of the UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 5.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, Bills of Materials, recommendations, documents, and all other details compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of works under the Contract.

6 PROFESSIONAL LIABILITY / MALPRACTICE / ERRORS OR OMISSIONS

- 6.1 In addition to the insurance and liability provisions in the General Conditions of Contract for Civil Works in Annex I, the Design and Build Contractor shall purchase and maintain Professional Liability or malpractice or errors or omissions insurance coverage with a minimum limit equal to 12.50% of the estimated construction Contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than two (2) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs.
- 6.2 If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the two-year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy reference above and to which the endorsement attaches.

7 TIME EXTENSIONS

- 7.1 Should Design and Build Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Design and Build Firm, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Design and Build Contractor shall notify the Employer in writing within forty-eight (48) hours after the commencement of such delay, stating the cause of causes thereof, or be deemed to have waived any right which Design and Build Contractor may have had to request a time extension.
- 7.2 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Works from any cause whatever in whole or in part, shall relieve Design and Build Contractor of its duty to perform or give rise to any right to damage or additional compensation from the Employer. The Design and Build Contractor expressly acknowledges and agrees that it shall receive no compensation for delay. The Design and Build Contractor's sole remedy, if any, against the Employer will be the right

to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned.

8 SUBCONTRACTING

- 8.1 Subcontracting shall be deemed according to Clause 7 of General Conditions of this Contract in Annex I.
- 8.2 The Design and Build Contractor shall require each of its Subcontractors to procure and maintain until the completion of the Subcontractor's work, insurance of the types and to the limits specified in Clause 23 of General Conditions in Annex I, unless such insurance requirements for the Subcontractor is expressly waived in writing by the Employer. All liability insurance policies, other than professional liability, worker's compensation and Employer's liability policies, obtained by the Design and Build Contractor to meet the requirements of the Contract Documents shall name Employer as an additional insured and shall contain severability of interest provisions. The Employer shall also be designated as certificate holder with the address P.O. Box 31966, Lusaka. If any insurance provided pursuant to the Contract Document expires prior to the completion of the Works, renewal Certificate of insurance and, if requested by Employer, certified, true copies of the renewal policies, shall be furnished by the Design and Build Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the Contract, succeeding insurance policies shall be consecutive to the expiring policy.

9 AUTHORITY TO MODIFY

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

ANNEX III

Scope of Required Works

A. THE ORIGINAL ITB SPECIFICATIONS ARE ATTACHED AS A SEPARATE DOCUMENT FOR EASY REFERENCE

B. AGREEMENT FOR TECHNICAL SPECIFICATION MODIFICATIONS PROPOSED BY THE BIDDER AGAINST THOSE STATED IN THE ITB.

Note: (A) A means that the proposed alteration is equivalent or better than the specifications in the ITB and as so accepted; (B) Contractor to comply with original specifications in the ITB.

ANNEX IV

Concept Drawings and Site Information

The concept drawings, design / sketches (if any) and site information / reports are available as separate attachments to this ITB and constitute an integral part of it

- Drawing / Diagram for the Prefabs Unit
- Drawing of Pre-Fabricated Storage Unit

ANNEX V

See attached Excel file: Design and Construction of Prefabs in Zambia and construction Price Schedule
Excel Format

ANNEX VI

SAFETY, HEALTH AND WELFARE ON CONSTRUCTION SITES – MANUAL

Refer to the “Safety Manual” which can be accessed from at:

http://www.ilo.org/safework/info/instr/WCMS_110237/lang--en/index.htm

The Bidder should **NOT** submit a copy of the **Safety Manual** along with his/her bid.

Only Successful bidder shall print and provide UNDP with a hardcopy of the **Safety Manual** duly acknowledged (signed/stamped) upon Contract signature.