



*Empowered lives.
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INVITATION TO BID

Provision of Civil Works for UN House in Putrajaya, Malaysia.

Malaysia



*Empowered lives.
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United Nations Development Programme
October, 2017

Section 1. Letter of Invitation

Kuala Lumpur, Malaysia
October 9, 2017

Case Number: MyITB_2017_003

Subject: Invitation to Bid for Provision of Civil Works for UN House In Putrajaya, Malaysia

Dear Bidder,

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

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Scope of Works for the renovation and minor construction works including, schedules, technical specifications and drawings
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Forms
- Section 7 – Priced bill of quantities
- Section 8 – Form for Bid Security
- Section 09 – Draft of Contract for Civil Works
- Section 10 - General Terms and Conditions

Kindly go through this invitation letter and other documents attached here to this ITB. Should you have any questions or require any clarification, please feel free to send an email to the procurement officer at procurement.my@undp.org or call +603-2107 6000

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

Yours sincerely,



Patrick Pée
Assistant Resident Representative

Section 2: Instruction to Bidders

Definitions

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

required by UNDP under the ITB.

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

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencypdocs/UNDP Anti Fraud Policy English FINAL june 2011.pdf](http://www.undp.org/about/transparencypdocs/UNDP%20Anti%20Fraud%20Policy%20English%20FINAL%20june%202011.pdf) and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

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

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

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

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

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

B. CONTENTS OF BID

9. Sections of Bid

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

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

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the Data Sheet (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the Data Sheet (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

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

C. PREPARATION OF BID

12. Cost

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

13. Language

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

14. Bid Submission Form

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

15. Technical Bid Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

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

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

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

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

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

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

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the Data Sheet (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the Data Sheet (DS no. 9), or;

c) In the case the successful Bidder fails:

- i. to sign the Contract after UNDP has awarded it;
- ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
- iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule (Priced Bill of Quantities)

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

17. Currencies

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

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

18. Documents Establishing the Eligibility and Qualifications of the Bidder

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

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

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

1. they have at least one controlling partner, director or shareholder in common; or
2. any one of them receive or have received any direct or indirect subsidy from the other/s; or

3. they have the same legal representative for purposes of this ITB; or
4. 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;
5. 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
6. an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

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

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

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

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

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

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

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

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

20. Alternative Bid

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

21. Validity Period

- 21.1 Bid shall remain valid for the period specified in the Data Sheet (DS no. 8), commencing on the submission deadline date also indicated in the Data Sheet (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

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

D. SUBMISSION AND OPENING OF BID

23. Submission

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

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

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

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

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

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 10.

24. Deadline for Submission of Bid and Late Bids

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

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

25. Withdrawal, Substitution, and Modification of Bid

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

25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

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

25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

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

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

27. Confidentiality

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

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

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

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

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

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

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

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

30. Clarification of Bid

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

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

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

31. Responsiveness of Bid

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

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

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

32. Nonconformities, Reparable Errors and Omissions

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

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

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

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

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

F. AWARD OF CONTRACT

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

- 33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.
- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

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

36. Contract Signature

Within five (5) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall

constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

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

39. Vendor Protest

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

Instructions to Bidders

DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Provision of Civil Work for UN Malaysia
2		Title of Goods/Services/Work Required:	Subject: Invitation to Bid for Civil Works for UN House in Putrajaya, Malaysia Case no: MyITB_2017_003
3		City , Country:	Putrajaya, Malaysia
4	C.13	Language of the Bid:	<u>English</u>
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<u>Partial Bid is Not Allowed:</u>
6	C.20	Conditions for Submitting Alternative Bid	<u>Shall not be considered</u>
7	C.22	A pre-Bid Site visit will be held on:	Time: 10:00 to 17:00, Local Time Date: 17 October 2017 Venue: Precint 2, Putrajaya, Malaysia The UNDP focal point for the arrangement is: procurement.my@undp.org Contractors interested to attend the pre-bidding site visit must send the following information to the above mentioned email address on or before 10:00 AM (local time) on 13 October 2017: Participant's Name, Nationality, ID/Passport No., Company Name We will then provide a schedule of visit on 17 October 2017 for interested companies.

			Please have your original National ID or Passport while visiting for security purposes only. We will confirm the actual location of the premise for gathering.
8	C.21.1	Period of Bid Validity commencing on the submission date	Bid shall remain valid for acceptance by UNDP for 90 days from the closing date.
9	B.9.5 C.15.4 b)	Bid Security	<u>Required</u> The bid security shall be submitted in original and in favor of UNDP for a value of MYR40,000.00 only.
10	B.9.5	Acceptable forms of Bid Security	<u>Bank Guarantee (See Section 8 for template)</u> <input checked="" type="checkbox"/> Bank- issued check/ Cashier's Check/ Certified Check The bidder shall provide a bid security in the form set out in section 8 of the ITB and meeting the essential requirements set out therein. The bid security shall be submitted in original and in favor of <u>UNDP Representative in Malaysia (Ringgit) External Account</u> , attention of UNDP Assistant Resident Representative (Operation). UNDP reserves the right to reject the bid security should the mentioned conditions be deemed unfulfilled.
11	B.9.5 C.15.4 a)	Validity of Bid Security	The bid security shall have a minimum validity period of <u>90 calendar days</u> from the date of issuance. Bidders must be prepared to extend the validity period by 30 days, if requested by UNDP. As soon as a contract has been awarded or in case of cancellation of the solicitation process, UNDP shall return the bid Security to all unsuccessful bidders.
12		Advanced Payment upon signing of contract	<u>Advanced payment up to a maximum of 10% of contract</u>
13		Liquidated Damages	Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.33% per calendar day Max. limit of delay in %:10% Next course of action : Termination of the Contract

14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	Local Currency MYR <i>For evaluation purposes bid prices expressed in different currencies shall be converted in: [MYR]</i>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	<u>By 15:00 (local time) on 19 October 2017 before the submission date.</u> UNDP will endeavor to provide the above clarifications expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of a bid
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: E-mail: Procurement.my@undp.org <i>Note: This email address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.</i>
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Supplemental Information will be up-loaded in the Country Office, Procurement and UNGM websites. Once uploaded, bidders who accepted Tender Invitation will be notified via email from procurement.my@undp.org . It is the responsibility of the bidders to view the respective changes and clarifications in the system. Note : The Subject Line Email Should read, MyITB_2017_003
19	D.23.3	No. of copies of Bid that must be submitted	Hardcopy – Technical and Financial Proposal should be sealed and have separate envelopes; 1 original and 1 copy
20	D.23.1 b) D.23.2 D.24	Bid submission address	Procurement.my@undp.org
21	C.21.1 D.24	Deadline of Bid Submission	Date: 24 October 2017 Time: 12.00 noon (local time)

22	D.23.2	Manner of Submitting Bid	<p>Hardcopy – Technical and Financial Proposal should be sealed and have separate envelopes:</p> <p><input checked="" type="checkbox"/> Technical Proposal contains:</p> <ul style="list-style-type: none"> a. One (1) original documents b. One (1) copy documents c. One (1) softcopy (CD) <p><input checked="" type="checkbox"/> Financial Proposal</p> <ul style="list-style-type: none"> a. One (1) original documents b. One (1) copy documents c. One (1) softcopy (CD)
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p>Official Address for e-submission: procurement.my@undp.org</p> <p><input checked="" type="checkbox"/> Format : PDF, Word, JPG files only</p> <p><input checked="" type="checkbox"/> Max. File Size per transmission: <i>[8 MB]</i></p> <p><input checked="" type="checkbox"/> Max. No. of transmission : <i>[not limited]</i></p> <p><input checked="" type="checkbox"/> No. of copies to be transmitted : <i>[one]</i></p> <p><input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission.</p>
24	D.23.1 c)	Date, time and venue for opening of Bid	<p>Date: 24 October 2017</p> <p>Time: 3.00pm (local time)</p>
25		Evaluation method to be used in selecting the most responsive Bid	Lowest price offer of technically qualified and responsive Bid
26	C.15	Required Documents that must be Submitted to Establish Qualification of Bidders	<ol style="list-style-type: none"> 1. The bid security original in the prescribed format; 2. Valid business license (Relevant Business license is required i.e. construction) 3. The bid BOQ with value for each component of the works is filled and provided; 4. Company Profile, including relevant information to the works being procured; 5. Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country; 6. Statement of Satisfactory Performance (Completion Certificates) from the Top 3 (three) Clients in terms of Contract Value for the past 5 years (2012, 2013, 2014, 2015, 2016); 7. List of on-going contracts if any; 8. Bid Technical Approach (Methodology) and Implementation Timeline in the form of a Gantt

			<p>Chart, (MS Project or similar);</p> <p>9. The bidder's project team and organizational structure demonstrates the capacity of the bidder's core team to execute the works to the satisfaction of UNDP. Bidder shall ensure that all essential roles are filled with people of the required experience. CVs shall be submitted to verify the expertise and experience of the bidder's personnel;</p> <p>10. Key assets/equipment list. The Bidder shall be required to provide copies of ownership documents proving the belonging of the equipment to the Bidder or a copy of a valid undertaking from the owner(s) of the equipment confirming that their equipment shall be made available for the implementation of these works, if contract is awarded to the Bidder;</p>
27		Other documents that may be Submitted to Establish Eligibility	N/A
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<ul style="list-style-type: none"> • Bid submission form signed and stamped by an authorized person (as per section 4) • Bid technical approach, work plan, including Gantt Chart, Implementation Timelines, Quality Assurance Mechanisms and other relevant information signed and stamped by an authorized person (as per section 6) • Bid personnel & resume (as per section 5) • Bidder's qualification information (as per section 5) • Bid Security (as per section 8) • Documents establishing qualification of bidder provided as per DS. 26
29	C.15.2	Latest Expected date for commencement of Contract	<i>November 15, 2017</i>
30	C.15.2	Maximum Expected duration of contract	Two (2) months
31		UNDP will award the contract to:	<u>1 BIDDER ONLY</u>
32	F.34	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria</u></p> <p>Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications</p>

			<p>Compliance on the following qualification requirements:</p> <p><u>Bid Evaluation Criteria</u></p> <ol style="list-style-type: none"> 1. The bidder's form of bid is correctly filled out; 2. The bid BOQ with estimated value for each component of the works is filled and provided; 3. Bid Technical Approach (Methodology) and implementation timeline (in the form of a Gantt Chart, (MS Project or similar). The bidder's preliminary Bid Technical Approach (Methodology) to demonstrate the bidder's capacity to plan and programme the works within timelines that are consistent with industry practice and the project's specific requirements and ensure that timelines and proposed methods for the work components are consistent with industry practice; 4. Experience as a prime contractor in at least two (2) similar or larger project that was successfully executed during the last 5 years with a value greater than MYR 1,000,000; <p>Personnel:</p> <ol style="list-style-type: none"> 1. Project Manager/ Civil Engineers - shall have a University Degree in Civil engineering, with a minimum of 5 years relevant experience in a similar project; 2. Site Project Manager / Construction Supervisor – shall have a minimum of 5 years relevant experience in a similar project; 3. Electrical engineer with a minimum of 5 years relevant experience in a similar project. <p>*CV of Key Personnel should include details of at least three (3) similar project undertaken.</p>
33	E.29	Post qualification Actions	<p>Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p>Validation of extent of compliance to the ITB</p>

			<p>requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p>Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p>
34		Conditions for Determining Contract Effectivity	<p><input checked="" type="checkbox"/> UNDP's receipt of Performance Security</p> <p><input checked="" type="checkbox"/> UNDP's receipt upon Certificate of Final Completion</p>
35		Other Information Related to the ITB	<ul style="list-style-type: none"> • Defect Liability Guarantee: Upon acceptance of Substantial completion report by UNDP, the contractor shall provide bank guarantee in the amount of 5% of the contract value to cover the Defect Liability Period of 6 months, returnable upon issuance of Certificate of Final Completion. During the 6 (six) months of Defect Liability Period, the contractor is obligated to correct, repair and / or reconstruct any faults as may arise or any items listed in the Certificate of Substantial Completion by UNDP, at the Contractors own cost and within 14 (fourteen) calendar days of notification by UNDP. • The Contractors are encouraged to include women within its workforce.

Section 3a: Scope of works

Invitation to Bid for the provision of Civil Works for New UN House in Putrajaya, Malaysia.

A. Project Background:

The Government of Malaysia has housed some of the UN system funds, programmes and specialised agencies under one roof at Wisma UN, Jalan Dungun, Damansara Heights, Kuala Lumpur since 1988. After nearly 30 years, the UN will be renovating its new premises which will be located at Putrajaya in Presint 2.

B. Scope of Work:

The work in this contract shall include but not limited to the furnishing of all necessary tools, materials, equipment, skilled manpower, transportation, machineries, accessories, site engineers and supervisors to carry out all work as described below and as outlined on the drawings as well as other accompanying documents.

1	Walls
1-1	Supply and Install of Dry Wall Type A
1-2	Supply and Install of Dry Wall Type B
1-3	Supply and Install of Brick Wall for Gym Toilet
1-4	Supply and Install of Sliding Door
2	Ceiling Works and Doors
2-1	Supply and Install Plaster Ceiling at Reception Area
2-2	Supply and Install Plaster Ceiling at Pantry
2-3	Supply and Install Plaster Ceiling at Conference Room
2-4	Supply and Install Plaster Ceiling at Toilet
2-5	Supply and Install Door
2-6	Install Customade door – Double Door
2-7	Install Customade door – Single Door
3	Mechanical and Electrical
3-1	Supply and Install 13 AMP Powersockets
3-2	Supply and Install 13 AMP Powersockets with USB port
3-3	Supply and Install 20 AMP Powersockets
3-4	Supply and Install Lay Cat 6 cable with end to end marking
3-5	Supply and Install Auto Door mechanism for Pantry
3-6	Install new LED down lights of Reception area
3-7	Install LED DECO lighting at Reception Area wall panels
3-8	Install DECO LED ceiling lighting at light through at Reception Area
3-9	Install new LED down lights at Pantry area
3-10	Install DECO LED lighting at Pantry area
3-11	Install DECO Wall Lighting at Pantry area
3-12	Install new LED down lights at Conference Room

3-13	Install LED Track Lighting at Conference Room
3-14	Install DECO Wall Lighting at Conference Room
3-15	Install TVs at Reception Area
3-16	Install TVs at Pantry Area
3-17	To pull new Lighting Switches for All Rooms
3-18	Install LED lights at Gym Toilet
3-19	Install and prepare wiring for TV at conference
4	Toilet & Plumbing
4-1	Supply and lay water inlet pipes to Pantry
4-2	Supply and lay water discharge pipe from Pantry to Firehose Reel Outlet
4-3	Supply and lay water inlet pipe to water dispenser at fire escape
4-4	Supply and lay water discharge pipe from water dispenser to firehose reel outlet
4-5	Supply and lay new Water inlet piping to Gym Toilet
4-6	Supply and lay Hot and Cold piping for wash Basin and Shower
4-7	Supply and lay piping for water discharge from Gym Toilet
4-8	Supply and lay tiles for Gym Toilet
4-9	To install all bathroom Accessories
5	Glass Supplier
5-1	Supply and Install of Maindoor
5-2	Supply and Install of Door to Pantry
5-3	Supply and Install of Door to Offices
5-4	Supply and Install of Glass Boards for Meeting Rooms
5-5	Supply and Install of Shower Screen for Gym Toilet
5-6	Supply and Install of Power coated Aluminium Door
6	Toilet Flooring
6-1	Supply and Raise the toilet flooring
6-2	Supply and Install of Waterproofing membrane

Project Activities:

The contractor should provide labor, material and equipment to complete the project per the technical drawings, specification and bill of quantities. The following main activities should be considered for the construction of New UN House.

1. Before mobilization to the site the contractor should consult with the Menara PJH Property Management on the rules and regulations, payable refundable renovation deposits, and apply for access permission, work closely with UNDP Project Manager and should follow up their administration and security requirement. Please see attached Menara PJH Renovation Rules and Regulations.
2. Contractor is responsible to provide skill /unskilled labors, equipment, and other required items to ensure the smooth completion of the project on time and following all the safety rules and regulations at the project site.

3. Contractor shall submit the propose revised project work plan and other required submittals by 24 October 2017 for evaluation.
4. Contractor should be responsible to keep clean the project site from trash, debris and other materials.
5. Contractor shall be responsible for any defects found within 6 months of handover. There shall be no charges imposed.

SCHEDULE OF REQUIREMENTS

Performance Period:

The Contractor shall provide a detailed schedule for the project completion. This schedule shall provide dates for all material deliveries and a construction timeline for the major construction milestones. The timeline shall include the completion dates of the project.

Site Visit:

Site visit, all bidding contractors are required to visit the site at their own cost for site visit on **Tuesday, 17 October 2017. See data sheet in Item 7, C22.**

General Conditions:

The Contractor is to cover all general requirements including but not limited to the following:

- Mobilization and demobilization cost;
- Temporary facilities including power & water supplies, toilets etc. enclosures to the working premises, temporary storage etc;
- Qualified Site Supervision and Management;
- The contractor is responsible for the safe keeping of its material and equipment including all items handed over for fitting until the completion of the project.

Other Preliminaries

Provisions for all other preliminary items such as attending the standard safety causes. Preliminary markings of the all walls, partitions, cubicles and rooms. Protection of existing utilities and adjacent properties that may be affected by the renovation.

Proposal Evaluation Criteria:

The contractor shall submit the following documents together with their offer and these shall form a part of technical evaluation:

- Project Management work schedule
- Company up to date profile (Factsheet)
- Registration documentation issued by Registrar of Companies with 2 years Audited financial report
- List of equipment, tools, and vehicle that will be used for this project
- CVs of the contractor's responsible key personals for this project.
- List of three reference project, and copy of the completion certificates for the 3 reference projects, the projects with a value greater than MYR 1,000,000.00;
- Evidence of annual turnover, the company annual turnover should be minimum MYR200,000.00 per year and 500,000.00 for the past three years.

Work Supervision by Key Personnel:

The Contractor shall assign below key personnel to be present at the site at all material times for the duration of the contract. The supervisor should be able to communicate effectively in the local and English languages.

1. Project Manager/ Civil Engineers shall have a University Degree in Civil engineering, with a minimum of 5 years relevant experience in a similar project. He / she shall ensure that all walls, partitions and plumbing works to be done in accordance to the building management requirement and country building code and GBI Gold standard.
2. Site Project Manager / Construction Supervisor shall have a minimum of 5 years relevant experience in a similar project. He/ she shall ensure that all construction works be executed safely and smoothly according to the timeline given. This includes but not limited to liaising with other contractors on deliverables like furniture, gym equipment and all fitting for this project.
3. Electrical engineer with a minimum of 5 years relevant experience in a similar project. He / she shall ensure that all electrical works done at the project site shall comply with the country building code and GBI Gold standard.

Materials and Workmanship:

The Contractor shall seek approval of UNDP for all the materials and commencing of works. All materials and workmanship used in the execution of the works shall be of the best and highest quality.

Samples

The Contractor shall furnish at his own cost any samples of materials and/or related technical data required for the works that may be called for by the UNDP for their approval and any other samples in the case of rejection. UNDP may reject any materials not meeting the approved standards/specifications of the contract requirement.

Existing Property

The Contractor shall take every precaution to avoid damage to the existing utilities or adjacent structures in the course of the works. Care must be taken to avoid interference with or damage to existing services, except where such services are required to be removed or altered by virtue of the works. The Contractor will be held responsible for and shall make good all damages arising from the execution of this contract at its own expense.

Section 3b: Technical Specifications

This section contains Specifications, Drawings, and other supplementary information that describe the Works to be procured.

(As per below listed attached)

- ANNEX 1 – Aircond Plan;
- ANNEX 2 – Entrance Double Glass Door;
- ANNEX 3 – Meeting Room Sliding Door;
- ANNEX 4 – Furniture Layout Plan
- ANNEX 5 – Furniture Detail Plan
- ANNEX 6 - Lighting Plan
- ANNEX 7 – MNE Plan
- ANNEX 8 – Plaster Ceiling Plan
- ANNEX 9 - Wall and Partition Plan
- ANNEX 10 - Plumbing Plan
- ANNEX 11 – Sprinkler Plan
- ANNEX 12 – 3D - Receptions
- ANNEX 13 – 3D - Receptions 2
- ANNEX 14 – 3D – Pantry
- ANNEX 15 – 3D- Pantry 2
- ANNEX 16 - 3D- Conference Room
- ANNEX 17 – 3D – Conference Room 2
- ANNEX 18 – Lighting Switch

Section 4: 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

Insert: Date

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

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] in accordance with your Invitation to Bid dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

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

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

We agree to abide by this Bid for [insert: period of validity as indicated in Data Sheet].

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]

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

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

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

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <ul style="list-style-type: none"> All eligibility document requirements listed in the Data Sheet 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 In case of Government Corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law. 		

Joint Venture Partner Information Form (if Registered)

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

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any) :Click here to enter text.		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		
12. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
13. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <ul style="list-style-type: none"> • All eligibility document requirements listed in the Data Sheet • Articles of Incorporation or Registration of firm named in 2. • In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law. 		

Section 6: Technical Bid Form

Case no: ITB/UNDP/AFG/

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

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

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

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Current ratio of not less than 1.0 shall be considered as financially viable bidder

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

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

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

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

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

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

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

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

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

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

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

2.8. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

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

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

SECTION 3: PERSONNEL

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

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

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2010-January 2013</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
Signature of the Nominated Team Leader/Member		Date Signed

Section 7: Priced Bill of Quantities

Bidders shall price separately each Item in the Bill of Quantities (BOQ) and return the form duly signed with the Bid.

ATTACHED in Excel Format

Section 8: FORM FOR BID SECURITY

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

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 09: Draft of Contract for Civil Works

(Attached)

Section 10: General Terms and Conditions for Civil Works

(Attached)

