

INVITATION TO BID

**Establishment of a Long-Term Agreement (LTA) for the supply, delivery, commissioning of,
and training for, warehouse materials handling equipment**

UNDP HIST 31-2017



*Empowered lives.
Resilient nations.*

United Nations Development Programme

November 2017

SECTION 1. LETTER OF INVITATION

November 2017

Establishment of a Long-Term Agreement (LTA) for the supply, delivery, commissioning of, and training for, warehouse materials handling equipment

Dear Sir / Madam;

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

<u>Section 1:</u>	<u>This Letter of Invitation</u>
<u>Section 2:</u>	<u>Instructions to Bidders (including Data Sheet)</u>
<u>Section 3:</u>	<u>Schedule of Requirements and Technical Specifications</u>
<u>Section 4:</u>	<u>Bid Submission Form</u>
<u>Section 5:</u>	<u>Documents Establishing the Eligibility and Qualifications of the Bidder</u>
<u>Section 6:</u>	<u>Technical Bid Form</u>
<u>Section 7:</u>	<u>Price Schedule Form</u>
<u>Section 8:</u>	<u>Form for Performance Security</u>
<u>Section 9:</u>	<u>Form for Advanced Payment Guarantee</u>
<u>Section 10:</u>	<u>LTA to be Signed</u>
<u>Annex I:</u>	<u>General Conditions of Contract</u>
<u>Annex II:</u>	<u>Special Conditions of Contract</u>
<u>Annex III:</u>	<u>Specifications Compliance</u>
<u>Annex IV:</u>	<u>Preliminary Concept Drawings and Site information reports</u>
<u>Annex V:</u>	<u>Operator Safety Manuals</u>

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 22nd November 2017, 17:00 Hours Copenhagen Local Time (CET)**. Initial requirements are for five (5) warehouses.

Pre- Bid clarification meeting over **SKYPE** will be held on:

A pre-Bid conference will be held on:	<p>Pre- Bid clarification meeting over SKYPE will be held on: Date: 15th November 2017 Time: 14:00 hours CPH Local Time</p> <p>Interested bidders should send a request along with Skype ID to below email address before 15.00hrs on 14th November 2017</p> <p><u>diego.zapatero@undp.org</u></p> <p>Focal Person: <u>jacqueline.pontre@undp.org</u></p> <p>Please feel free to raise any queries for clarification/consideration during the Skype Session.</p>
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Any clarification or changes to the bid solicitation will be included as an amendment to the bid solicitation. 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 alfonso.buxens@undp.org; diego.zapatero@undp.org and jacqueline.pontre@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
DS	Data Sheet
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 signed Purchase Order between the UNDP and the successful Bidder together with all Contract Documents thereto.
- d) *"Contract Documents"* refers to the documents listed in the LTA, this letter and the Purchase Order, including any amendments and attachments thereto.
- e) *"Contract Price"* refers to the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Contractor's obligations and for remedying of any defects therein in accordance with the Contract
- f) *"Contractor"* refers to the entity whose bid has been accepted and with whom a Contract has been entered into under this LTA
- g) *"Country"* refers to the country indicated in the Data Sheet.
- h) *"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.
- i) *"Day"* refers to calendar day.
- j) *"Employer"* means the United Nations Development Programme (UNDP)
- k) *"Goods"* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- l) *"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.
- m) *"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
- n) *"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.

- o) “*LOI*” ([Section 1](#) of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- p) “*LTA*” refers to a Long Term Agreement signed between the Contracting Authority and the Supplier, together with the LTA Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein
- q) “*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.
- r) “*Project Manager*” means the person whose services have been engaged by UNDP to administer any Contracts under the LTA as provided therein, as will be notified by writing to the Contractor
- s) “*Purchase Order*” refers to a legal instrument that is one of the Contract Documents
- t) “*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.
- u) “*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.
- v) “*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.
- w) “*Supplier*” refers to an entity that is a signatory to the LTA with the Contracting Authority. A “Supplier” is also a “Contractor” provided it is a signatory to a Purchase Order issued under the LTA
- x) “*Tender documents / tender dossier*” refers to all the documents herein and to all documents that are attached to a Purchase Order arising from this LTA

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 Being a signatory to the LTA is a condition precedent for an award of a Purchase Order pursuant to his LTA for the supply of goods and related services as specified in these documents.
- 3 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.
- 4 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 an LTA or a Purchase Order under this LTA to any Bidder as a result of an ITB.
- 5 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 the following address for a full description of the policies)
<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>
- 6 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:
 - 6.1 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;
 - 6.2 Were involved in the preparation and/or design of the programme / project related to the goods and related services requested under this ITB; or
 - 6.3 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.

- 7 Similarly, the following must be disclosed in the Bid:
 - 7.1 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
 - 7.2 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.
 - 7.3 Failure of such disclosure may result in the rejection of the Bid.**

- 8 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.

8.1 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

9 Sections of Bid

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

- 9.1 Bid Submission Cover Letter Form (see ITB [Section 4](#));
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB [Section 5](#));
- 9.3 Technical Bid (see prescribed form in ITB [Section 6](#));
- 9.4 Price Schedule (see prescribed form in ITB [Section 7](#));
- 9.5 Any attachments and/or appendices to the Bid (**including all those specified under the Data Sheet DS 30, 33**)

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. 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.
- 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 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](#)).
- 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.

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 be in no case 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. 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 an LTA, the language of the LTA shall govern the relationship between the Supplier 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. 33](#)), the Bidder shall structure the Technical Bid as follows:

- 15.1 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.
- 15.2 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. 33).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to 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".

- 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 Contracts pursuant to the LTA during the LTA's 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 or Purchase Order requires the submission of a 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. 1010](#)), 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.

16 Price Schedule

The Price Schedule shall be prepared using the attached standard form ([Section 7](#)). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately with 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. 16](#)). 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 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 any 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. Eligibility requires, but is not limited to the following:
- a) That, in the case of a Bidder offering to supply goods under the LTA 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 Contracts arising from the LTA; and
 - c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.
- 18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:
- a) they have at least one controlling partner, director or shareholder in common; or 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.

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 LTA, the LTA 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 for a Purchase Order arising from the LTA, 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. 6 and 7](#)), alternative bids 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 A 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.
- 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. 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 in the LTA, 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 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. 27).

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

23.2 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](#)).

23.3 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

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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. 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.

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 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".

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. 28).

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 LTA or subsequent Contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or LTA 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

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 Conditions of Contract 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. 29](#)). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.3 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.

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 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.

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

- 32.1 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.
- 32.2 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.
- 32.3 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.

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

F. AWARD

33 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 an LTA or any Purchase Order arising, 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 LTA or any subsequent Purchase Order 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>

UNDP reserves the right to cancel the LTA with any or all Suppliers if it finds that bids for Purchase Order arising from the LTA are offering less favorable value for money than its own market research or experience has determined as reasonable.

34 Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award an LTA and subsequent Purchase Orders to the qualified and eligible Bidders that are found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and have offered best value for money ([See DS no. 37](#)).

35 Right to Vary Requirements at the Time of Award

The LTA shall be implemented by "Purchase Orders"; i.e. whenever the Contracting Authority intends to acquire items pursuant to this LTA it may send a "Purchase Order" to the Contractor on the LTA, specifying the quantities of items to be supplied. Deliveries shall take place in accordance with the Contract Documents.

Any quantities estimated and specified in this ITB do NOT compel the contracting authority to buy any of them. The contracting authority may at its own discretion purchase fewer or more quantities than those estimated quantities per item.

At the time of award of a Purchase Order pursuant to the LTA, UNDP reserves the right to vary the quantity of the goods and/or related services that were subject to secondary bidding, 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.

The supplier shall NOT be entitled to compensation and shall NOT be allowed to claim for changes of the unit prices, in case the contracting authority decides to purchase fewer, or more quantities than the indicative ones specified per item in this ITB and/or in case the contracting authority decides NOT to purchase ANY of these quantities.

The LTA shall be concluded for a period of two (2) years with possibility of extension with effect on the date on which it enters into force, (although the LTA may be terminated at short notice).

36 Signature

Within fifteen (15) days from the date of receipt of the LTA, the successful Bidder(s) shall sign and date the LTA 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.

37 Performance Security

A performance security, if required, shall be provided in the amount and form provided in [Section 8](#) 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 a Purchase Order under the LTA, which will be signed by and between the 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 Purchase Order 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 9](#).

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

G. DATA SHEET (DS)

The following data 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	Establishment of a Long-Term Agreement (LTA) for warehouse materials handling equipment and relevant training.
2		Title of Goods/Services/ Work Required	Supply, delivery, commissioning of, and training for, warehouse materials handling equipment
3		Countries	Countries in Africa including Zambia, Zimbabwe and Guinea Bissau. These three countries have current existing needs for warehouse handling equipment and others are expected to follow in the near future. This LTA is intended to streamline acquisitions for all of these requirements.
5	C.22	Language of the Bid	English
6	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	Partial bids may be considered but preference will be given to providers of all equipment requirements
7	C.20	Conditions for Submitting Alternative Bid	Shall not be considered
8	C.21	Pre-bidder's conference (and site visit if appropriate)	NA
9	C.14.4 a) C.20.1	Period of Bid Validity	120 days from Bid closure date
10	B.8.5 C.14.4 b)	Bid Security	Bid security not required
11	B.8.5	Acceptable forms of Bid Security	NA
12	B.8.5	Validity of Bid Security	NA
22		Advanced Payment upon signing of Contract	NA

14		Liquidated Damages	Will be imposed at 0.5% of purchase order value per week of delayed delivery. The percentage will be applied against total value of each delayed delivery.
15	F.36	Performance Security	<p>Required for any Purchase Order (PO) awarded under the LTA Amount: 10% of relevant Purchase Order Value</p> <p>The performance security will be submitted only by the awarded bidder in relation to a PO pursuant to the LTA, and it shall be produced shortly after the notification of award of purchase order.</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 8) OR Any Bank-issued Check/ Cashier's Check/ Certified Check</p> <p>b) To be furnished by the successful Bidder within seven (7) days of receipt of the purchase order</p> <p>c) Validity: The Performance Security shall be valid up until twenty-eight days after the issuance of a Certificate of Substantial fulfillment of Purchase Order</p> <p>d) The Performance Security shall be denominated in the currency of the Purchase Order</p> <p>NOTE: Within twenty-eight (28) days from the date of Issuance of a Certificate of Substantial fulfillment of a Purchase Order, 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 Purchase Order 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.17	Preferred Currency of Bid and Method for Currency conversion	<p>a) United States Dollars (USD)</p> <p>b) Any resulting purchase order will be issued in USD 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	Specifications and minimum requirements are as specified in Section 3 of this ITB.

19	B.9.1	Deadline for submitting requests for clarifications/ questions regarding LTA	5 working days prior to deadline for submission of bids.
20	B.9.1	Contact Details for submitting clarifications/ questions	<p>Focal persons in UNDP Jacqueline Pontré, Diego Zapatero, Alfonso Buxens. E-mail addresses dedicated for this purpose: Diego.zapatero@undp.org Alfonso.buxens@undp.org Jacqueline.pontre@undp.org</p> <p>IMPORTANT: Clarifications/questions must be directed to the indicated email addresses</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/ https://www.ungm.org/</p>
22		Taxes applied to Bid	Any Purchase Orders / Contracts arising from the LTA are 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.
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 LTA Bid Submission	Date and Time: 22th November 2017 17.00 hours Copenhagen local time
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>
27	D.23.2 D.25	Conditions and Procedures for electronic submission and opening, if allowed	<p>Official Address for E-submission: psb.biddtender@undp.org Format: PDF files Max. File Size per transmission: 4.5 Mb</p> <p>a) IMPORTANT: 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. No. of copies to be transmitted: 1</p> <p>b) Mandatory subject of email: Establishment of a Long Term Agreement (LTA) for the supply, delivery, commissioning of,</p>

			<p>and training for, warehouse materials handling equipment UNDP HIST 31-2017</p> <p>c) <u>Provision of a submission via a LINK is not acceptable, and any such LINK will not be opened</u></p>
28	C.22	A pre-Bid conference will be held on:	<p>Pre- Bid clarification meeting over SKYPE will be held on: Date: 15th November 2017 Time: 14:00 hours CPH Local Time</p> <p>Interested bidders should send a request along with Skype ID to below email address before 15.00hrs on 14th November 2017</p> <p>diego.zapatero@undp.org</p> <p>Focal Person: jacqueline.pontre@undp.org</p> <p>Please feel free to raise any queries for clarification/consideration during the Skype Session.</p>
29	D.22.1 c)	Date, time and venue for opening of Bid	<p>Date and Time: 23rd November 2017 14.00 hours Copenhagen Local. Venue: United Nations Development Programme UNDP, 4th floor Att. Procurement Support Office Bid / Tender Unit Marmorvej 51, 2100 Copenhagen Ø, Denmark.</p> <p>Important: Bidders are requested to notify Arvis Vilcins via email to arvis.vilcins@undp.org with minimum 24 hours in advance in case they intend to participate in any public bid opening session</p>
30	E.28.2	Evaluation method for selecting the most responsive Bids	<p>a) Non-discretionary ‘Pass / Fail’ criteria as set out below in the Evaluation Matrix, and</p> <p>b) Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of a technical proposal is 70%</p>
31	C.15	Required Documents and Information that must be Submitted to Establish Eligibility and Qualifications of Bidders (In “Certified True Copy” form only) (indicate relative page in the bid submitted)	<p>A) ELIGIBILITY CRITERIA</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"/> Company Profile, which should not exceed ten (10) pages, including printed brochures and product catalogues relevant to the works being procured (refer to 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, or Certificate of Tax exemption, if any such</p>

			<p>privilege is enjoyed by the Bidder.</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. In case of association / consortium / joint venture ALL PARTIES to the association are required to submit the corresponding certificates.</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> <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"/> 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). See Section 2 Paragraphs 5, 6, 7 for requirements.</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). In case of association/consortium/joint venture the requirements apply to each of the parties.</p> <p>B) QUALIFICATION CRITERIA. Each Bid in response to this ITB shall contain the corresponding information / documentation to determine its fulfillment of the following 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>IMPORTANT: All pending litigation shall in total not represent more than 50% of the Applicant's net worth.</p> <p><input type="checkbox"/> Quality Certificate (e.g. ISO) and/or other similar certificates, accreditations, awards and citations received by the Bidder and equipment, if any (refer to Section 5).</p> <p><input type="checkbox"/> Equipment Specifications sheets from manufacturers to be attached.</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 and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures (refer to Section 5).</p>
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			<p><input type="checkbox"/> Equipment Reliability information including any performance indicators such as number of hours inoperable in every 1000 hours of work-days.</p> <p><input type="checkbox"/> Health and Safety Plan Relevant to the operation of the equipment - see Annex V of this ITB.</p> <p>C) EXPERIENCE IN THE FIELD AND CONTRACTING</p> <p><input type="checkbox"/> Previous experience: Documentary evidence of a minimum of 3 contracts awarded and served within the past 5 years proving relevant international experience in supplying any of the items / equipment offered in response to this ITB. Details to be listed in Form 5 in Section 5.</p> <p><input type="checkbox"/> Bidders are required to submit statement of Satisfactory Performance from 3 relevant Clients. Such statements shall be dated six months or less, before the deadline for submission of bids in response to this ITB. In cases of Association/consortium/joint venture, the LEAD PARTY shall fulfill this minimum requirement.</p> <p>D) FINANCIAL CAPACITY</p> <p><input type="checkbox"/> Minimum average annual turnover of USD250,000: Calculated as total payments received for Contracts in progress or completed within the last 3 years (complete and submit Form 6 in Section 5). 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 viability, including:</p> <p style="padding-left: 40px;"><input type="checkbox"/> Capacity to have a minimum cash flow amount of USD 200,000. IMPORTANT: In cases of association/consortium/joint venture, the LEAD PARTY shall fulfill this minimum requirement.</p> <p style="padding-left: 40px;"><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 style="padding-left: 40px;"><input type="checkbox"/> Financial Resources (complete and submit Form 12 in Section 5)</p> <p>E) AUTHORISATIONS</p> <p><input type="checkbox"/> Patent registration certificates, if any, of technologies submitted in the bid if patented by the bidder.</p> <p><input type="checkbox"/> <u>Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer.</u> The requested certificate shall be dated longest two months or later, before the deadline for submission of bids in response to this ITB. The certificate shall confirm that the bidder is authorized to sell, render warranty services, maintenance services, etc. as required in the ITB.</p>
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			<input type="checkbox"/> Local representative in each county of destination where the equipment is required (documentation to be provided) <input type="checkbox"/> Written Power of Attorney. It shall authorize the signatory of the bid to commit the Bidder.
32		Other documents required to Establish Technical responsiveness	NA
33		Documents of the Tender Dossier	All tender documents submitted in accordance with the ITB should be preferably signed and stamped.
34	C.15,	Structure of the Technical bid	<p>The items in Section 3, are deemed as required to conduct the scope of activities, services and works included in this ITB. Bidders must pay special attention to the detailed description of the Scope and the minimum technical requirements, characteristics and specifications required for the different components/ elements of the requirements, as outlined in Section 3, Part B.</p> <p><input type="checkbox"/> Bidders are required to:</p> <ul style="list-style-type: none"> a) Submit a programme for their obligations that would be incurred under a Purchase Order pursuant to the LTA. including timelines for delivery, commissioning and training. The client will specify the number of trainees. b) Submit form in Section 6 fully completed and duly authorized together with corresponding required supporting documents.
35	C.14.2	Latest Expected date for commencement of LTA	<i>The LTA is expected to be in place in the month of November 2017. It is envisaged that delivery corresponding to the specific equipment included in Section 3 of this ITB shall take place prior to end of 2017.</i>
36	C.14.2	Maximum Expected duration of LTA	2 years with option to extend for an additional 2 years subject to satisfactory performance.
37		UNDP will award the LTA to	One or more bidders. Following the LTA award, one or more contracts will be awarded to the successful LTA bidders in accordance with their bid prices
38	F.33	Criteria for the Award and Evaluation of Bid	<p>LTA AWARD CRITERIA</p> <ul style="list-style-type: none"> a) Compliance with the minimum set of eligibility and qualification requirements stated in Section 2 Instructions to Bidders and in the 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) Acceptability of the bidder’s Delivery Programme for Purchase Orders under the LTA d) Acceptability of the equipment reliability experience and

			ergonomic design e) Positive technical assessment that the bidder submitting the best value for money fulfilling all requirements above retains sufficient technical, financial, human, etc. capacity to adequately and timely execute the activities to be contracted, f) Qualification of the team assigned to Purchase Orders. g) Capacity to supply all equipment h) Relevant previous experience i) In-service support See the Criteria Evaluation Matrix below
39	E.28.3	Post qualification Actions	a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents subcommittee b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation committee c) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous Contracts complete
40	E.30	Conditions for Determining LTA and Purchase Order Effectivities	a) Compliance to Instructions to Bidders b) UNDP's receipt of Performance Bond; and, Supplier's signature of the LTA and any Purchase Order
41	F.34	Right to vary Requirements at Time of Award	UNDP reserves the right to vary the quantity of the specifications without any change in the unit price or other terms and conditions.
42		Other Information	Alternative bids are not acceptable Partial bids may be considered

H. TECHNICAL AND FINANCIAL EVALUATION AND SELECTION (REF DS 29,30,37)

40 Evaluation of Proposals

A two-stage procedure is utilized in the evaluation.

40.1 **Stage 1** - The evaluation committee shall evaluate the Technical Proposal on the basis of its responsiveness applying the evaluation criteria, sub-criteria, and point system specified. A responsive Proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it does not respond to important aspects of the ITB, and if the Proposer fails to achieve the minimum technical score of 70% out of the maximum obtainable score (40). A Proposer, who has attained minimum 70% score in the technical evaluation, will be considered for further financial evaluation.

40.2 **Stage 2** – An offer that attained 70% and above in the technical evaluation, will have its

Financial Proposal opened. UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the Data Sheet (DS 29). In the event that only one offer has achieved the minimum required technical score, the UNDP shall ensure that the price is reasonable and consistent with the market rates for items of a similar nature and represents good value for money.

Technical Evaluation Matrix

Organization submitting proposal		Yes/ No	
1.1	Eligibility requirements, authorisations and financial capacity (See DS 30 above) and technical compliance of equipment (See Section 3 below)	Exclusion criteria – non-compliance or non-response for any factor means ineligibility	
Specifications, Supply and Performance		Points obtainable	Score
2.1	Supply and commissioning of: <ul style="list-style-type: none"> • Electric Articulated Narrow Aisle Stackers (2 points) • Electric, Man-Rider Pallet Jacks (2 points) • Electric Reach Trucks (2 points) • Electric, Counter-Balanced Fork-Trucks (2 points) All with batteries and chargers including user and maintenance manuals and warranties	8	
2.2	Bidder's relevant qualifications, ISO and/or other similar international quality certificates, accreditations, awards and citations and environmental compliance certificates	8	
2.3	Reliability of same or similar equipment over past 5 years, and international reputation of ergonomic design (please include references)	8	
2.4	Experience in delivery and supply of similar equipment and ancillary services with client references. Include installation and commissioning schedule.	4	
2.5	Onsite user training plan with certification – for operators, maintenance and management	4	
2.6	Maintenance service contract including recommended parts, labour & travel, service cycle, <u>response time</u> and online / phone support to minimise machine downtime.	8	
Total		40	

40.3 The Technical Proposal must also include all documentation listed in DS 30, 33 above.

Financial Proposal Evaluation

Financial Evaluation

- 40.4 Pricing shall be based on the total cost of ownership assessed for five years inclusive of capital cost, and scheduled maintenance with supplies and servicing. Total costs shall be factored upwards by the scheduled downtime from the maintenance programme.
- 40.5 Deviations from the technical specifications must be detailed in the Table of Annex III including costs
- 40.6 Proposals to include:
- Detailed price breakdown to be provided in [Section 7](#).
 - Rental option with Full Maintenance cost and with the maintenance contract specified separately.
 - Capital cost per truck including battery and charger with an all-in-maintenance contract specified separately.
 - Service agreement/costs for routine service and call outs.
 - Maintenance schedule and Draft Maintenance Contract
 - Warranties – standard and extended
- 40.7 UNDP will facilitate tax free importation of all related equipment and supplies.
- 40.8 The standard Incoterms 2010 quoted shall be FCA, unless otherwise agreed upon.

I. BID CHECKLIST

A Bid for this LTA consists of the following signed and submitted documents:

- ☐ Bid Submission Cover Letter Form (see ITB [Section 4](#));
- ☐ Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB [Section 5](#));
- ☐ Technical Bid (see prescribed form in ITB [Section 6](#));
- ☐ Price Schedule (see prescribed form in ITB [Section 7](#));
- ☐ Attachments and/or appendices to the Bid (**including those specified in the Data Sheet DS 30, 33**)

SECTION 3. SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

A. 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 Africa. The supplies for the three diseases may cater for up to 40% of the total volume of supplies handled in the public sector.

The last years have been marked by a dramatic increase of total volumes of health commodities handled by UNDP. At the same time there have been plans to improve the handling capacity of this supply chain with enlargement of various warehouses and regional hubs.

The lack of sufficient space at central and “regional” stores/HUBs for storage and handling of supplies is affecting capacity and quality of operations and hampering the efforts of UNDP and its partners to provide quality logistics services.

The UNDP is supporting several governments in Africa in the upgrading and extension of their medical warehouses, which operate as major logistics service centres for the respective public health sectors. These facilities will ensure local storage and distribution and as such need to be pharmaceutical grade stores to cater for medicines, vaccines and other health commodities.

The first phase of this project has entailed structural additions, renovations and extensions. UNDP-GF is financing this first phase of this development, which includes a new buildings with truck-bays and cold rooms, new office floors and new gates for outgoing trucks and picking and packing areas, which are currently under construction.

The next phase is the subject of three LTAs:

- (i) **The supply, delivery, commissioning of, and training for, warehouse materials handling equipment,**
- (ii) **The supply and installation of warehouse storage systems, and**
- (iii) **The supply and installation of conveyancing systems.**

The ITB involves **the supply, delivery, installation, commissioning of, and training for, for warehouse materials handling equipment** in accordance with the specifications described in this document or in Purchase Orders.

In summary the supplier will be responsible for:

- The supply, delivery and installation of Lift Trucks and other equipment as below, including batteries, chargers and other requirements to make the trucks and operators operational
- Satisfying themselves and UNDP that the completed floor condition is suitable for the operation of their trucks.
- The batteries and battery charging installation
- Warranties
- On-going maintenance or maintenance programme of the trucks
- Operator training
- Spare parts

B. SCOPE OF REQUIREMENTS

The supply, delivery, commissioning of, and training for, warehouse materials handling equipment for one or more warehouses in Africa is the subject of this LTA. Immediate requirements are for five (5) warehouses namely at Guinea Bissau, Mutare, Harare, Mansa and Masvingo.

41 FUNCTIONAL SPECIFICATIONS

40.1 OVERVIEW

Requirements include the supply, delivery, installation, commissioning, maintenance and driver training of:

- **Electric Articulated Narrow Aisle Stackers**
- **Electric, Man-Rider Pallet Jacks.**
- **Electric Reach Trucks**
- **Electric, Counter-Balanced Fork-Trucks**

The Bidder must allow for the installation of the RF equipment mounting brackets. The brackets will be supplied to the appointed supplier for functional electrical and mechanical fitment prior to the fork-truck's delivery on site.

All Bidders are requested to **provide detailed specifications of their proposed equipment** for the following **existing requirements and enter pricing into Section 7:**

Electric Articulated Narrow Aisle Stackers						
#	Items	Quantities				
		Bissau	Mutare	Harare	Mansa	Masvingo
1	Electric Articulated narrow aisle stackers	2	2	3		2
2	Battery charger specifications, power requirements and connections (8-hour automatic chargers required).	2	2	3		2
3	One battery require per Articulated Narrow Aisle Lift truck. An additional battery (1-off) is to be offered to ensure operational redundancy. The battery specifications to include maximum capacity rating, including a detail indication of sizes and methods of exchange.	3	3	4		3
Specifications						
4	An ergonomic design capable of regular pallet storage and retrieval to ensure sufficient safety and ease of operation.	Specify	Specify	Specify		Specify
5	Lift height to top of beam mm (minimum).	8000	8000	11200		8000
6	Minimum operating aisle (pallet face-to-pallet face) 2400mm based on the load parameters – see 40.2 below	✓	✓	✓		✓
7	Specify lowered height of machine.	Specify	Specify	Specify		Specify
8	Minimum Load Capacity: 800kg lift capacity at all levels.	✓	✓	✓		✓
9	1150mm Fork length.	✓	✓	✓		✓
10	Load Centre: 600mm.	✓	✓	✓		✓
11	Specify the truck tare weight including battery.	Specify	Specify	Specify		Specify
12	Machines to be fitted with strobe light.	✓	✓	✓		✓

13	Floor tolerance required, generally following the recommendations for free roaming forks lift trucks (FM2) within the guideline of the Concrete Society T34 Document.	✓	✓	✓	✓
14	Static and dynamic wheel loads of the machines with/without loads. Wheel type and dimensions must be indicated.	Specify	Specify	Specify	Specify
15	Width of transfer aisle 4000mm.	✓	✓	✓	✓
16	Specify minimum end aisle clearance required.	Specify	Specify	Specify	Specify
17	Details of RF equipment mounting brackets for fixture and power supply capability for RF data communication equipment. Articulated Narrow Aisle Stackers to be fitted with RF data communication equipment all of which will be supplied free issue by others, to be fitted prior to delivery	✓	✓	✓	✓

Electric Man Rider Pallet Jacks

#	Items	Quantities			
		Mutare	Bissau	Harare	Mansa Masvingo
1.	Man Rider Pallet Jacks			3	
2.	One battery per Powered Pallet truck is required. Battery specifications with maximum capacity rating, including a detail indication of sizes.			3	
Specifications					
3.	Required for 2000kg at 600mm load centre (state capacity in quotation)			Specify	
4.	To handle Euro style pallet in either orientation – 800mm or 1200mm face.			✓	
5.	1150mm Fork length nominally.			✓	
6.	Foldable stand-on platform.			✓	
7.	Powered assisted steering.			✓	
8.	Receptacle for scan gun.			✓	
9.	Flashing warning beacon.			✓	

Electric Reach Trucks

#	Items	Quantities			
		Mutare	Bissau	Harare	Mansa Masvingo
1.	Electric reach truck			2	1
2.	Battery charger specifications, dimensions, power requirements and connection types (8 hour automatic chargers required)			2	1
3.	One battery per Reach Truck is required. Battery specifications with maximum capacity rating, including a detail indication of sizes.			2	1
Specifications					
4.	Lift height in millimeters (minimum).			6800	5200
5.	Operating aisle pallet face to pallet face 3800mm			3800	3300

6.	Minimum 800kg Lift capacity at 600mm load centre to maximum lift height.	✓	✓
7.	Side shift and mast / fork carriage tilt to be specified	Specify	Specify
8.	Fork length 1150mm	✓	✓
9.	Machines to be fitted with strobe light	✓	✓
10.	Static and dynamic wheel loads of the machines with/without loads. Wheel type (Cushion) and dimensions must be indicated.	✓	✓
11.	Details of battery changeover.	✓	✓
12.	Details of fixture and power supply capability for RF data communication equipment.	✓	✓

Electric Counter-balanced Fork Trucks

#	Items	Mutare	Bissau	Quantities Harare	Mansa	Masvingo
1.	Counter-balanced Fork Trucks			2		
2.	Battery charger specifications, dimensions, power requirements and connection types (8 hour automatic chargers required)			2		
3.	One battery per Counter Balance Forklift truck is required. Battery specifications with maximum capacity rating, including a detail indication of sizes.			2		
Specifications						
4.	Lift height 4000mm minimum.			✓		
5.	Container mast operation with full free lift, lowered height to be specified. Bidder must indicate maximum lift height capability			Specify		
6.	Minimum operating aisle width			✓		
7.	Minimum 800kg Lift capacity at 600mm load centre to maximum lift height.			✓		
8.	Side shift and mast / fork carriage tilt to be specified			Specify		
9.	Fork length 1150mm			✓		
10.	Machines to be fitted with strobe light			✓		
11.	Cushion tyres required as the forklift will operate inside the receiving / despatch area.			✓		
12.	Static and dynamic wheel loads of the machines with/without loads. Wheel type (Cushion) and dimensions must be indicated.			Specify		
13.	Details of battery changeover.			✓		
14.	Details of fixture and power supply capability for RF data communication equipment			✓		

40.2 APPLICATION PARAMETERS - Load for Electric Articulated Narrow Aisle Stackers

Unit	Pallet + Load
Type	4-Way Entry, Perimeter Based Euro Pallet
Entry / Width	800mm
Depth	1,200mm
Height	2250mm (pallet plus load)
Mass	800kg

40.3 PERFORMANCE SPECIFICATIONS AND DUTY

All equipment must be continuously rated and capable of operating 8 hours per day on an ongoing basis. For maintenance and spare parts consideration, an 8-hour, five-day week should be considered.

Additional Requirements

Further to the technical and functional requirements above, Bidders are to address the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements and to document fulfillment of these requirements in their offers.

GUARANTEE

All new equipment offered must be guaranteed for a minimum period of 12 months after commissioning. Scope and limitations of guarantee are to be fully detailed in the tender.

During the referred warranty period, Bidder's shall further bear the cost of transporting equipment from its operating site to workshop appointed for provision of warranty services.

.LATENT DEFECTS LIABILITY

"Latent defects liability period" shall mean the defects that have being ascertained by the client as faults directly attributed to equipment which in not in accordance with the contract. The supplier's liability in terms of this will exclude fair wear and tear of the works.

F.E.M. CODE OF PRACTICE

All equipment & installations shall conform to the Federation Europeene De La Manutention (F.E.M.) Code of Practice.

PROPRIETARY PRODUCTS

Proprietary products shall be installed strictly to manufacturer's instructions and specifications and where necessary, under specialist supervision.

MAINTENANCE SERVICE CONTRACT

An all-in draft maintenance contract proposal for a period of 5 years is to be included in the bid consideration by the client. Contract approval and negotiations will be concluded between the client and successful tender prior to project handover. The number of trained personnel and response time in to be indicated.

All Bidders must indicate their long-term structure and long-term ability to supply technical resources such as mechanical and electrical repairs, maintenance and upgrades.

RECOMMENDED SPARES LIST

Bidders are to include with service contract documents, a detailed list of recommended spares, costs (if applicable) and confirm the location where the spares will be held.

The recommended spare parts package shall also be factored as a different item line in each bidder's cost proposal.

The bidder shall guarantee that essential and major spare parts for the equipment provided under the Contract, without any modification to the equipment, will be available for a period of 10 years regardless of obsolescence of the equipment.

	In case needed spare parts will be made readily available in the country of destination of the vehicles by the awarded vendor
OPERATION MANUALS	Four (4) sets of operation manuals are to be supplied by the successful Bidder prior to driver training.
OPERATOR TRAINING	Bidders are to submit with tender documents a proposed on-site training programme for Operators which upon approval, be concluded between client and successful Bidder prior to project handover.
ELECTRICAL INSTALLATION OF BATTERY CHARGING & WIRE GUIDANCE LINE DRIVER	The entire installation shall comply with Local / Council Authority requirements. A full description of location and function of controls must be specified in the tender. Power requirements including battery charger connections must be clearly detailed.
DELIVERY TERM [INCOTERMS 2010]	FCA All pricing will be evaluated on basis of FCA encompassing also warranty, spare parts and maintenance requirements as per outlined related services and encompassing spare parts. Training and maintenance must be delivered on site, with travel incidentals being reimbursable
SPARE PARTS MANUAL	All vehicles will be delivered with a spare parts manual in English language. The manual shall provide a comprehensive set of drawings of all elements of the vehicle or equipment in a disassembled exploded fashion. Such drawings shall display the part number of each individual item or part.
SERVICE MANUALS	All vehicles will be delivered with a service manual in English language, that is appropriate under the service contract. Each service manual shall contain details of any regular maintenance required to address potential problems and/or failures that the vehicle and/or equipment may present. The service manual shall provide advice, diagnosis and suggested remedial actions to be taken concerning all potential problems.
PAYMENT TERMS	100% within 30 days upon UNDP's acceptance of the goods and services delivered as specified and receipt of invoice
CONDITIONS FOR RELEASE OF PAYMENT	Written Acceptance of Goods based on full compliance with Purchase Order requirements
ALL DOCUMENTATIONS, INCLUDING CATALOGS, INSTRUCTIONS AND OPERATING AND SAFETY MANUALS, SHALL BE IN THIS LANGUAGE	English

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 under the LTA for the supply, delivery, commissioning of, and training for, warehouse materials handling equipment in accordance with your Invitation to Bid dated We are hereby submitting our Bid, which includes Technical Bid and Price Schedules.

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 Conditions of 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 any subsequent Purchase Orders.

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 Contracts 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]		
22. 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 If Bidder is not a corporation, Articles of Incorporation or equivalent document must be submitted. In case of association/consortium/joint venture ALL PARTIES to the association are required to submit the corresponding certificate of Registration. <input type="checkbox"/> Tax registration/payment certificate <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of		

**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 LTA, the joint venture agreement shall be notarized and submitted to the Contracting Entity before the LTA is concluded. Lead (pilot) partner of our joint venture shall be[indicate the name of the lead partner] until the completion of the LTA.

If we are awarded the LTA as a result of the joint tender that we intend to submit, we hereby declare, accept and guarantee that the LTA 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 LTA and any subsequent Purchase Orders.

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%,

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. Experience: Similar Contracts Completed/ Ongoing

No	Name of the Employer/Client (Address and contact details)	Name and location of the work	Contract start and completion Dates	Contract type – describe your roles under each	Contract value or Contract Price (USD)	Contract value undertaken by you (USD)	Attached Certificate/ Contract / POs
1							
2							
3							
4							
5							
6							
7							
8							

Note:

1. Bidders to provide documentary evidence of a minimum of **3 contracts** awarded and served **within the past 5 years** proving relevant **international experience** in supplying any of the items / equipment offered in response to this ITB.
2. Bidders are required to complement the information in the table above with a copy of the respective Contract/purchase order(s).
3. Information provided on each contract shall clearly indicate the type and quantities of items and technical specifications,
4. Bidders 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. In cases of Association/consortium/joint venture, the LEAD PARTY shall fulfill this minimum requirement.

Form 6. Applicants Turnover

Year	Turnover Values in USD
2014	
2015	
231	
Average	

Form 7. Relevant Experience

	Description of contracts of similar nature included in it	Year and degree of contract completion (%)	Value of contract of similar nature	Attached Certificate/ Contract/POs
Project 1	<i>(indicate contract description, location and outline which contracts are of similar nature undertaken, as well as the Applicants role in executing the referred requirements (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, 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 (if any) required for the execution of the contract - 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.)

[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 Country

We confirm that, within 10 days of an award of a purchase order we will appoint a local in-country representative for this project specific to any purchase order awarded, as required. The UNDP will immediately be notified of such an appointment. The in-country representative shall be available for the duration of any equipment delivery, commissioning and training resulting from this Bid and who will act as the main operational focal point for daily contact between the Employer and Contractor.

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]

Form 11. Financial Situation

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

Applicant's Legal Name _____ Date _____

Financial information in USD				
Information from Balance Sheet				
	2014	2015	231	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:

Form 12. Financial Resources

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

Cash and Credit position as of submission date in USD				
Bank	Available Cash	Unused		
		Cash Credit	Credit Letter	
Total				
	A	B	C	A+B+C

Form 22. Detail of Bidder's existing Supply Capacity

Project Reference and name of client	Itemized Equipment Manufacturing Capacity (In house or third party)	Current production volume engaged for existing clients	Estimated time of full completion of existing production	Current Inventory	Available capacity
<i>Project reference: Name of client:</i>	<i>Applicant role [description or works performed]</i>				

SECTION 6. TECHNICAL BID FORM⁵

**The supply, delivery, commissioning of, and training for, warehouse materials handling equipment under an LTA
UNDP HIST 31-2017**

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

- ☐ We confirm that all items requested in [Section 3](#), Schedule of requirements and technical specifications have been included and priced in our bid

2. Bidder's Statement Regarding Deviations/Non-Compliance

- ☐ We confirm that any departure from the provisions of the specification shall be are disclosed in the table provided in Annex III

3. Descriptive literature

- ☐ 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.
- ☐ 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](#) for related services.

☐

SECTION 7. PRICE SCHEDULE

ITB UNDP HIST 31-17 Supply, delivery, commissioning of, and training for, warehouse materials handling equipment under an LTA

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

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided.

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

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

No	Commodities as per specifications in Section 3: Schedule of Requirements include the supply, delivery, installation, commissioning, maintenance plan and driver training	Initial requirements per specifications in Section 3		
		Qty	Unit ⁶ price	Total Price
1	Electric Articulated narrow aisle lift stackers with battery charger specifications, power requirements and connections (8-hour automatic chargers required). Plus one battery per Articulated Narrow Aisle Lift truck, plus an additional battery (1 per site) to ensure operational redundancy. The battery specifications to include maximum capacity rating, including a detail indication of sizes and methods of exchange. Also to be priced is a list of recommended spare parts.	9		
2	Man Rider Pallet Jacks plus one battery per man rider pallet jack, with battery specifications with maximum capacity rating, including a detailed indication of sizes and battery charger specifications, dimensions, power requirements and connection types (8 hour automatic chargers required). Also to be priced is a list of recommended spare parts.	3		
3	Electric reach truck plus battery, with battery charger specifications, dimensions, power requirements and connection types (8 hour automatic chargers required). Also to be priced is a list of recommended spare parts.	2		
4	Electric Counter-balanced Fork Trucks plus one battery per Counter Balance Forklift truck is required. Battery specifications with maximum capacity rating, including a detailed indication of sizes, plus battery charger specifications, dimensions, power requirements and connection types (8 hour automatic chargers required). Also to be priced is a list of recommended spare parts.	2		
Total FCA cost for required units (named FCA location)				
FCA CHARGES , if any				
Freight charges				

Offered FCA delivery time (in weeks) and name of FCA port of delivery	
--	--

BID TOTAL FCA port/place of shipment for item 1 + item 2	
---	--

Estimated weight and volume (shipping dimensions):	kg	m ³ *
Estimated Shipping dimensions and Container requirements:		
Country/s of Origin:		

Quantity discounts offered by bidders;

State in the following table the discount % offered by the bidder in case recommendation to award contract for more than one of the items or all items included in this ITB with one same supplier;

Quantity discount offered over Total FCA cost for required units (named FCA location) if awarded a contract for supply of all items for duration of LTA		
--	--	--

THE ABOVE PRICES EXCLUDE VAT, CUSTOMS DUTIES AND SURCHARGES IN COUNTRY OF DELIVERY

We the undersigned are willing to contract for the supply, delivery, installation, commissioning, handing over, driver training and maintenance of materials handling equipment as specified in this tender document. The prices above are fixed for 12 months.

It is understood that the lowest tender will not necessarily be accepted.

SECTION 8. FORM FOR PERFORMANCE 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 Contractor”**) has undertaken, in pursuance of the LTA Purchase Order 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

SECTION 9. FORM FOR ADVANCED PAYMENT GUARANTEE⁷

(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])⁸ 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 _____, 231 _____ 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.

⁷ 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.

⁸ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency(-ies) of the advanced payment as specified in the Contract

SECTION 10. LTA



LTA (DRAFT)

Date

Dear Sir/Madam,

Establishment of a Long-Term Agreement (LTA) for the supply, delivery, commissioning of, and training for, warehouse materials handling equipment UNDP HIST 31-17

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage [ENTER BIDDER NAME] in an LTA for the supply, delivery, commissioning of, and training for, warehouse materials handling equipment in specified countries of Africa. The following contractual provisions will apply to any Contract awarded under this LTA:

1 OBLIGATIONS OF THE CONTRACTOR

- 1.1 The Contractor shall commence work within the number of days specified in a Purchase Order (PO) from the date of sign-off, and shall perform and substantially complete its obligations by the date specified in the PO including delivery to site, in accordance with the Purchase Order. The PO will also specify target dates for Commissioning and training. The Contractor shall provide all materials, goods, labour and other services necessary to that end.
- 1.2 The Contractor shall be responsible for verifying that all goods, systems, equipment, and other project elements have been installed, tested, fit the purpose, and are in good operating condition and relevant training has been conducted under the Purchase Order. If defects are found, the Contractor is responsible for correcting these defects. Additionally, the Contractor is required to hand over all goods and any systems to UNDP after the issuance of a letter of acceptance by UNDP.
- 1.3 The Contractor shall submit to the UNDP Project Manager the Programme of Services and Provision of Goods referred to in the Data Sheet ([DS. No. 30](#)) within 10 calendar days of sign-off of the PO.
- 1.4 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this LTA and any subsequent Contract awarded under this LTA, as well as the quality of the Services and Goods supplied, arising from this LTA in accordance with the highest industrial and professional standards.
- 1.5 Pursuant to any Purchase Order awarded under this LTA the Contractor must provide a warranty period of 365 days following acceptance of goods, 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.
- 1.6 During the Defects Liability Period for any Purchase Order awarded under this LTA (i.e. twelve (12) months after the issuance of certificate of acceptance) 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.
- 1.7 Upon award of a Purchase Order, the Contractor shall provide a Health and Safety Plan for operators, subject to the Engineer's approval. All related costs to be borne by the Contractor.

2 PRICE

- 2.1 The prices of the goods and services shall not exceed that shown in the financial offer. The sum of all payments shall not exceed the maximum budgetary sum allocated for the project.

- 2.2 The rates quoted by the supplier shall not be exceeded for the duration of the resulting LTA. However, if at any time during the validity period of any resulting LTA, the supplier offers to provide goods or services at a price/rate lower than the price/rate(s) effective under the LTA to any 3rd party, the supplier shall thereafter offer the same price/rate(s) to Contracting Authority under the LTA.
- 2.3 If there are multiple suppliers with the same LTA, supplying the same items, the Contracting Authority may request competitive quotations (secondary bidding) from each supplier, and then award the Purchase Order to the best value for money response. Quoted prices may not exceed the prices listed by the supplier in the original bid
- 2.4 The successful bidder is obligated to advise the Contracting Authority, without any delay, in the event that any lower pricing/rate (s) is offered or is currently being provided to any 3rd party.
- 2.5 In the event that the successful bidder fails to notify the Contracting Authority and reduce its price(s) accordingly, the Contracting Authority reserves the right to, with immediate effect, terminate the LTA with that bidder.
- 2.6 Bidders shall provide prices in US Dollars. Failure to quote in US Dollar will invalidate the proposer.
- 2.7 Bidders shall confirm any discounts applicable to their proposals.
- 2.8 Proposers shall confirm any further discounts available for payment before the Contracting Authority standard payment terms i.e. net 30 days.
- 2.9 The unit prices referred to above shall be the sole remuneration owed by the Contracting Authority to the Contractor under the LTA. The unit prices shall be firm and shall not be subject to upward revision.
- 2.10 Payments shall be made in accordance with the General and/or Special Conditions of Contract. Payments shall be made to the bank account of the contractor.
- 2.11 Tax and customs arrangements: The Contracts under this LTA shall be exempt from all duties and taxes [or specify otherwise]

3 AWARD OF PURCHASE ORDERS

- 3.1 The LTA shall be implemented by "Purchase Orders"; i.e. whenever the Contracting Authority intends to acquire items pursuant to this LTA it may send a "Purchase Order" to the Contractor on the LTA, specifying the quantities of items to be supplied. Deliveries shall take place in accordance with the terms and conditions of the special and general conditions, supplemented and/or amended by the specific terms for each particular delivery as set out in the "Purchase Orders", the Contract Documents and the LTA.
- 3.2 The quantities estimated and specified in Section 3 are only indicative quantities and do NOT compel the contracting authority to buy any of them The contracting authority may at its own discretion purchase fewer or more quantities than those estimated quantities per item.
- 3.3 The contractor shall NOT be entitled to compensation and shall NOT be allowed to claim for changes of the unit prices, in case the contracting authority decides to purchase fewer, or more quantities than the indicative ones specified per item in this ITB or its Annexes and/or in case the contracting authority decides NOT to purchase ANY of these quantities.
- 3.4 UNDP reserves the right to cancel the LTA with any or all Suppliers if it finds that bids for Contracts arising from the LTA are offering less favorable value for money than its own market research or experience has determined as reasonable.

4 PAYMENT

- 4.1 In full consideration of the complete and satisfactory delivery of the goods and services under a Purchase Order awarded under this LTA, UNDP shall pay the Contractor a fixed Contract price as specified in the Purchase Order
- 4.2 The prices of this LTA are fixed and not subject to any adjustments or revision because of price or

currency fluctuation or the actual cost incurred by the Contractor.

- 4.3 The Purchase Orders are exempted from VAT and all other taxes, as such taxes will not be paid under this LTA.
- 4.4 In the case of requesting an advance payment by the Contractor, UNDP shall pay the Contractor an amount up to 10% of the Purchase Order value upon signature of the Purchase Order 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 9](#) in the ITB).
 - b) The required Performance Security as stipulated in this Contract.
- 4.5 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		TBD
	Total Contract Amount	TBD	TBD

- 4.6 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:
- a) May make corrections to that amount, in which case UNDP may execute payment for the amount so corrected;
 - b) 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

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.

Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.

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

- 4.7 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.
- 4.8 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Project Manager.
- 4.9 All payments shall be made by UNDP to the Bank account of the Contractor to be specified:

5 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- 5.1 A Contract under this LTA is made up of the following Contract Documents, in order of precedence:
- this letter

- the LTA as signed;
- the Special Conditions of Contract
- the General Conditions of Contract
- the Technical Specifications [including clarifications before the deadline for submission of bids and minutes from the information meeting/site visit];
- the Technical Offer [including clarifications from the bidder provided during bid evaluation];
- the respective Purchase Orders
- specified forms and other relevant documents including the Contractor's bid dated [enter date] including the Prices, as clarified by the [MINUTES OF MEETING DATED] not attached hereto but known to and in the possession of both parties

5.2 The General Conditions of Contract (Annex I) 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.

5.3 All the above shall form, on award of a Purchase Order, 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 LTA. The Contractors' address and contact details are to be specified...

6 OTHER PROVISIONS

6.1 The LTA shall be concluded for a period of two (2) years with possibility of extension with effect on the date on which it enters into force, (although the LTA may be terminated at short notice).

6.2 The contracting authority may, at its own discretion extend this LTA. Such extension shall be made under negotiated procedure. The LTA may only be extended once, such that the duration of extension does not exceed the duration of the initial LTA. Any extension will be conditioned and limited by the Mission's mandate, the availability of corresponding budgetary funds and the satisfactory fulfilment of its obligations by the contractor.

6.3 The contracting authority may, at its own discretion and during the life of the LTA, extend the list of items covered by the LTA, and may qualify/not qualify existing signatories to provide these additional items, and may vary the technical specifications during the life of the LTA. Such variations shall not exceed 15% of the existing specifications.

6.4 The place of acceptance of the goods shall be as specified in the Purchase Order. The time limits for delivery shall be specified in the Purchase Order, from the reception by the contractor of a Purchase Order placed by the Contracting Authority and the Incoterm applicable shall be FCA⁹.

6.5 When awarded a Purchase Order, the Contractor shall comply strictly with the terms of the General and Special Conditions of Contract, the Contract Documents and the annexes.

7 MODIFICATIONS

7.1 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.

8 NOTIFICATIONS

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

⁹ Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/id3040/index.html>

For the Contractor

Name:

Title:

Signature: _____

Date:

Attached: GCC, SCC

For the Contracting Authority

Name:

Title:

Signature: _____

Date:

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,

(Insert Name)
(Insert Title)

For United Nations Development ProgrammeAgreed and Accepted:

Name
Title
Date

Signature _____

Name (Insert Name)
Title (Insert Title)
Date (Insert Date)

Witnessed by:

Signature _____

Name (Insert Name)
Title (Insert Title)
Date (Insert Date)

For [ENTER CONTRACTOR NAME]

Signature _____

ANNEX I

UNDP GENERAL CONDITIONS OF CONTRACT FOR GOODS

Please note that for this LTA the UNDP General Conditions of Contract for Goods is deemed to apply. A full set of these is available from the following Link:

<http://www.undp.org/content/dam/undp/documents/procurement/documents/General%20Terms%20and%20Conditions%20for%20Goods%20-%20English.pdf>

ANNEX II

SPECIAL CONDITIONS OF CONTRACT

AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT IN ANNEX I

Clause 1 (Acceptance of the Purchase Order) is hereby replaced with the following text:

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it. Acceptance of this Purchase Order shall affect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, and the Contract Documents of the LTA pursuant to which the Purchase Order was issued. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

PROVISIONS SUPPLEMENTING THE GENERAL CONDITIONS OF CONTRACT IN ANNEX I

1 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

2 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

3 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

4 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

5 INSURANCE AND LIABILITIES TO THIRD PARTIES:

5.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

5.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

5.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

5.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

5.4.1 Name UNDP as additional insured;

5.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

5.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

5.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

6 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

6.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

6.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract with a period of notice of seven (7) days.

6.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

6.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

7 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, by-laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

8 STANDARD SPECIFICATIONS AND CODES OF PRACTICE

The whole of the work shall be carried out to the requirements inter-alia of this specification together with the relevant Local Council/Authority Codes of Practice where these apply, including all amendments issued up to the time of manufacture.

9 WORKMANSHIP

All workmanship shall be to a high standard of quality in accordance with norms of the industry and appropriate to the particular function of the works. To this end, the Contractor shall employ only qualified tradesmen to undertake the various skilled works under the supervision of a competent foreman.

10 MATERIAL

All new materials and goods used in permanent works shall be new, of good quality and to appropriate

standards and specifications of industry and/or as indicated in this document. The supplier shall include in their tender not only the major items of equipment and fittings, but all the incidental sundry components necessary for the complete execution of the works and for the proper operation of the installation.

11 TRANSIT AND STORAGE

All goods shall be carefully packed to prevent damage in transit and its storage on site and such manner as will prevent deterioration. Any damage or deterioration shall be made good by the Bidder at his expense.

12 SITE INSPECTION

It is the responsibility of the bidder prior to commencement of installation, to view the site in terms of access, building dimensions, civil / electrical interfaces, offloading and assembly areas. UNDP will not be responsible for, or pay any expenses or losses, which the bidder may incur in the delivery of goods, equipment, and components to the client's site. All access routes and areas allocated for assembly must be approved by the project manager before the commencement of the delivery/s to the client's site.

22 VARIATION ORDERS

Should any extra work or variations be required to the system or design, and is agreed by both the project manager and UNDP, then the Contractor shall submit a written fixed price for any such agreed variation within 5 working days.

Should this not occur, the project manager will make a fair assessment of the value of the variations required and this will form the variation order price and no correspondence shall be entered into by the contractor whatsoever.

Extra work and variations may only be executed after a written order from the project manager and UNDP. Small jobs necessary for the finishing of the total supply, even when not mentioned in this tender, are not considered for claiming extra work.

14 PROJECT MEETINGS

The contractor must make himself available to attend key project meetings as convened by the project managers.

ANNEX III

Specifications Compliance

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

Bids shall be based on the specified equipment and materials. Should the Bidder base his bid price on any alternative and this alternative is rejected by UNDP, any cost implication this may have shall be for his account as no additional cost to the Contract shall be permitted.

Bid prices may only be based on alternatives to those items not specifically specified in the ITB documentation or where a written addendum to the ITB document, specifying allowable alternatives is issued during the bid period by UNDP.

Item	ITB Specifications	Bidder alternative specifications proposal	Cost Implication	Bidder will comply with original specifications	Signed

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 and site information / reports, if any, are available from UNDP on request.

ANNEX V

SAFETY, HEALTH AND WELFARE – MANUAL

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

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