

# INVITATION TO BID

**ITB UNDP 33-2017 Design, manufacture and supply of structural steelwork, cladding, structural external door frames and doors which form part of a new medical warehouse in Bissau, Guinea Bissau**



*Empowered lives.  
Resilient nations.*

**United Nations Development Programme**

## **SECTION 1. LETTER OF INVITATION**

November 2017.

UNDP ITB UNDP 33-2017 Design, manufacture and delivery of structural steelwork, cladding, structural external door frames and doors which form part of a new medical warehouse in Bissau, Guinea Bissau

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:

Section 1: This Letter of Invitation  
Section 2: Instructions to Bidders (including Data Sheet)  
Section 3: Schedule of Requirements and Technical Specifications  
Section 4: Bid Submission Form  
Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder  
Section 6: Technical Bid Form  
Section 7: Price Schedule Form  
Section 8: Form for Bid Security  
Section 9: Form for Performance Security  
Section 10: Form for Advanced Payment Guarantee  
Section 11: Contract to be Signed, including General Terms and Conditions  
Annexes: Including relevant drawings / designs (Section 12)  
Safety, health and welfare on construction sites – manual (Section 14)  
Bissau warehouse design and construction, Section 7, Price Schedule Excel Format

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 24th November 17 COB Copenhagen Local Time (CET)**. Bidders are requested to make use of Annex titled "Bissau warehouse design and construction Section 7, Price Schedule Excel format", when submitting their price schedules in response to this Bid.

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 [alfonso.buxens@undp.org](mailto:alfonso.buxens@undp.org), [jacqueline.pontre@undp.org](mailto:jacqueline.pontre@undp.org) and [diego.zapatero@undp.org](mailto:diego.zapatero@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 Team Lead.

## **SECTION 2: INSTRUCTION TO BIDDERS**

### Definitions

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

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

## A. GENERAL

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

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP’s confirmation on whether or not such conflict exists.

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

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and

6.2 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

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

- 7 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
- 8 All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: [http://www.undp.org/content/dam/undp/documents/procurement/documents/UNDP\\_supplier\\_code\\_of\\_conduct.pdf](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 are required to complete, sign and submit the following documents:

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

### **10 Clarification of Bid**

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

### **11 Amendment of Bid**

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

the nature of the amendment to the ITB justifies such an extension.

## **C. PREPARATION OF BID**

### **12 Cost**

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

### **13 Language**

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

### **14 Bid Submission Form**

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

### **15 Technical Bid Format and Content**

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on- going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the Data Sheet (DS noS. 29 and 30).

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

therefore required to submit the following in their bids:

- a) A statement of whether any import or export 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 fulfill the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

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

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

## 16 Price Schedule

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

## 17 Currencies

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

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

## **18 Documents Establishing the Eligibility and Qualifications of the Bidder**

- 18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:
  - a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
  - b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
  - c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.
- 18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:
  - a) they have at least one controlling partner, director or shareholder in common; or any one of them receive or have received 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 contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

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

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

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

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

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

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

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

## **20 Alternative Bid**

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

## **21 Validity Period**

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

## **22 Bidder's Conference**

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

## **D. SUBMISSION AND OPENING OF BID**

### **23 Submission**

- 23.1 The Technical Bid and the Price Schedule must be submitted together and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :
- a) Bear the name of the Bidder;
  - b) Be addressed to UNDP as specified in the Data Sheet (DS no.20); and
  - c) Bear a warning not to open before the time and date for Bid opening as specified in the Data Sheet (DS no. 24).

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

- 23.2 Bidders must submit their Bid in the manner specified in the Data Sheet (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the Data Sheet (DS no. 20).
- 23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the Data Sheet (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.
- 23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

## **24 Deadline for Submission of Bid and Late Bids**

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

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

## **25 Withdrawal, Substitution, and Modification of Bid**

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized

representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

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

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

## **26 Bid Opening**

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

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

## **27 Confidentiality**

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

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

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

## **E. EVALUATION OF BID**

### **28 Preliminary Examination of Bid**

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

### **29 Evaluation of Bid**

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

- 29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the Data Sheet (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.
- 29.3 29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the Data Sheet (DS No.33), may include, but need not be limited to, all or any combination of the following :
- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
  - b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
  - c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
  - d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
  - e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
  - f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
  - g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### **30 Clarification of Bid**

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

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

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

### **31 Responsiveness of Bid**

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

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

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

### **32 Nonconformities, Repairable 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 OF CONTRACT**

### **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 contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

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

### **34 Award Criteria**

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

### **35 Right to Vary Requirements at the Time of Award**

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

### **36 Contract Signature**

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

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

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

### **37 Performance Security**

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

### **38 Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total

Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **39 Vendor Protest**

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

## Instructions to Bidders

### DATA SHEET

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

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	<b>Design, manufacture and supply of structural steelwork, cladding, structural external door frames and doors which form part of a new medical warehouse in Bissau, Guinea Bissau.</b>
2		Title of Goods/Services/ Work Required:	Detailed design of a new medical warehouse in Bissau, Guinea Bissau to be operated by PSM, consisting on the requirements as outlined in Section 3 of this ITB and including air conditioning, office space and related services.
3		Country:	Guinea Bissau
4	C.9	Minimum eligibility and qualification criteria;	<p><b>Each offer submitted in response to this ITB shall contain the following information / documentation for UNDP to determine its fulfillment of the eligibility criteria.</b> For each point below applicants are required to complete and submit information / documentation as required in Section 5 included in this ITB.</p> <ul style="list-style-type: none"> <li>- Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if bidder is not a corporation. In case of association / consortium / joint venture all parties to the association are required to submit the corresponding certificate of Registration (See Section 5.16).</li> <li>- 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 privilege is enjoyed by the bidder. In case of association / consortium / joint venture all parties to the association are required to submit the corresponding tax registration (See Section 5.16)</li> <li>- Confirmation of non-inclusion of the bidder (or any of the parties in case of association / consortium / joint venture) in any of the UNDP / UN ineligibility lists (See Section 5.16).</li> <li>- If the offer is submitted by an association / consortium / joint venture, it shall include a document signed by all parties to the association confirming the establishment of such association /</li> </ul>

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>consortium / joint venture and clearly determining what is the party appointed as the Lead Party (See Section 5, form 2.16 and Section 5 Form 3)</p> <ul style="list-style-type: none"> <li>- Bidders and all parties constituting the Applicant shall not have a conflict of interest. Bidders shall be considered to have a conflict of interest if they are involved as a consultant in the preparation of the design or technical specifications of the works that are subject of this prequalification.</li> <li>- Non-performance of a contract did not occur within the last 2 years prior to the deadline for offer submission, based on all information on fully settled disputes of litigation. In case of association / consortium / joint venture all parties to the association the requirements apply to each of the parties (See Section 5, Form 2, 15).</li> </ul> <p><b>Each offer in response to this ITB shall contain the corresponding information / documentation for UNDP to determine its fulfillment of the following minimum qualifying criteria.</b></p> <ul style="list-style-type: none"> <li>- All information regarding any past and current litigation during the last three (3) years, in which the applicant is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded shall be submitted in accordance. All pending litigation shall in total not represent more than 50% of the Applicant's net worth (See Section 5, form 4).</li> <li>- A minimum documented 3 years of general experience in civil works, in the role of contractor, major subcontractor and/or management contractor. In cases of Association / consortium / joint venture, the lead party shall fulfill this minimum requirement (see Section 5, Form 5).</li> <li>- Minimum average annual turnover of US\$ 3 Million calculated as total payments received for contracts in progress or completed within the last 3 years. In cases of Association / consortium / joint venture, the combined turnover of the parties shall fulfill this minimum requirement (See Section 5, Form 6)</li> <li>- Participation as contractor, management contractor and/or major subcontractor in at least 2 contracts within the last 5 years that have been successfully and substantially (80% or more) completed and that include works of similar nature</li> </ul>

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>(See Section 5, Form 7 &amp; 13).</p> <ul style="list-style-type: none"> <li>- At least one of the contracts shall demonstrate earlier experience in Guinea Bissau. In cases of Association / consortium / joint venture, the combined turnover of the parties shall fulfill this minimum requirement (See Section 5, Form 6)</li> </ul> <p>Similarity will be assessed by verifying earlier experience in one or more of the following areas;</p> <ul style="list-style-type: none"> <li>➤ Rehabilitation of warehouses (minimum 1,500 m2)</li> <li>➤ Construction of warehouses (minimum 2,000 m2)</li> <li>➤ Rehabilitation and construction of pharmaceutical grade infrastructure.</li> <li>➤ Energy efficiency solutions for storage infrastructure</li> <li>➤ Precise floor leveling.</li> </ul> <p>In cases of Association / Consortium / Joint venture, at least one of the parties shall document fulfillment of the minimum relevant experience in above area.</p> <p>-Bidders shall supply the material for the structural steelwork, cladding, structural external door frames and doors to the site <b>within 15 days after the contract award.</b></p> <ul style="list-style-type: none"> <li>- 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.</li> <li>- Submission of documentary evidence, in the way of signed CVs, demonstrating that the Bidder has the following minimum key personnel (See Section 5, Form 8) <ul style="list-style-type: none"> <li>○ A Team leader with minimum 10 years of experience in the management civil construction works.</li> <li>○ One or more structural engineers, each with a minimum 5 years of experience in the design, rehabilitation and/or construction of vertical works.</li> <li>○ One or more quantity surveyors, each with a minimum of 5 years experience.</li> <li>○ One or more energy engineers, each with a minimum of 5 years of experience in the design, supply and installation of temperature control systems.</li> <li>○ One or more warehouse specialists, each with a minimum 5 year experience in the design, construction and/or supervision of warehouse civil works.</li> <li>○ Availability of one or several design consultants, who are legally authorized to submit designs to</li> </ul> </li> </ul>

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>local authorities for scrutiny an approval.</p> <ul style="list-style-type: none"> <li>- Confirmation that the Bidder has the ability to mobilize the required equipment for it to be on-site within 45 days after issuance of a contract award.</li> <li>- Bidders are required to complete a list of main construction and related equipment that has been used by the Applicant over the last two years, including details regarding ownership of the equipment and/or evidence of access to it through agreed rental / leasing arrangements (See Section 5, Form 9.)</li> <li>- Bidders are required to submit Information on the software used by the company for design and management.</li> <li>- Confirmation that the Bidder has a local registered representative in Guinea Bissau, with a permanent presence in Bissau and that will be permanently available in Bissau during the duration of any works contracted resulting from this Bid and who will act as the main operational focal point for daily contact between the Employer and Contractor (See Section 5, Form 10). This requirement only applies to bidders that are not national legal entities / companies of Guinea Bissau.</li> <li>- Submission of audited balance sheets for the last two years to demonstrate;</li> </ul> <p>the current soundness of the applicant's financial position and its prospective long term profitability, including;</p> <ul style="list-style-type: none"> <li>- Capacity to have a minimum cash flow amount of U\$ 300,000. In cases of association / consortium / joint venture, the lead party shall fulfill this minimum requirement.</li> <li>- See also Section 5, form 11 and 12 for additional financial information required to be completed by each bidder.</li> <li>- Submission of a detail of the present workload executed by the Bidder, including details of nature, scope, complexity, value, as well as anticipated time for completion of the corresponding works. See form 13.</li> </ul>
	C.13	Language of the Bid:	English
6	C.20	Conditions for Submitting Bid for	Not allowed

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
		Parts or sub-parts of the Total Requirements	
7	C.20	Conditions for Submitting Alternative Bid	Shall not be considered
9	C.21.1	Period of Bid Validity commencing on the submission date	120 days
10	B.9.5 C.15.4 b)	Bid Security	<b>Not Applicable</b>
11	B.9.5	Acceptable forms of Bid Security	<b>Not Applicable</b>
12	B.9.5 C.15.4 a)	Validity of Bid Security	<b>Not Applicable</b>
13		Advanced Payment upon signing of contract	A maximum 10% advance payment will be authorized to facilitate early mobilization, start up and/or minimum design related costs. As per UNDP policies, in principle, advance payments shall be backed up by a corresponding bank guarantee or certified cheque.
14		Liquidated Damages	<b>Will be imposed under the following conditions:</b> Price per day of delay: <b>USD 500</b> Max. deduction of contract price : <b>10 per cent</b> Next course of action : <b>contract termination</b>
15	F.37	Performance Security	<b>Required</b> <b>Amount :10%</b> <b>Form:</b> Bank Guarantee (See Section 9 for template) or Any Bank-issued Check / Cashier's Check / Certified Check  Within 7 days of receipt of the letter of Intent, and before contract signature, the successful Bidder shall furnish a Performance Security to UNDP in the amount of 10% of the contract Value; The Performance Security shall be valid until end of defects liability period (i.e. 12 months after the intended completion date); The proceeds of the Performance Security shall be payable to the UNDP as a compensation for any loss resulting from the Contractors' failure to complete its obligations under the contract; The Performance Security shall be denominated in the currency of the contract; Within seven (7) days from the date of Issuance of a Certificate of Substantial Completion of works, the UNDP will return to the Supplier the Performance Security and after the Contractor, at his own cost and expense furnishes to the UNDP a Maintenance Guarantee in an amount equal to (5%) of the Contract Price to be valid until the end of the Warranty / Defects Liability Period; If, within 12 months after the goods/system have been

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair; If the Supplier fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Supplier, which shall be deducted from due sums against the Maintenance Guarantee.
16	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	United States Dollars (USD) Any resulting contract will be in the USD currency based on the official UN rate of exchange.
17	B.10.1	Deadline for submitting requests for clarifications/questions	5 working days prior to deadline for submission of bids.
18	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP Mr.Alfonso Buxens, Ms. Jacqueline Pontre, and Mr.Diego Zapatero.  E-mail address dedicated for this purpose: <a href="mailto:alfonso.buxens@undp.org">alfonso.buxens@undp.org</a> , <a href="mailto:jacqueline.pontre@undp.org">jacqueline.pontre@undp.org</a> , <a href="mailto:diego.zapatero@undp.org">diego.zapatero@undp.org</a>  and (IMPORTANT: please direct clarifications/questions to all indicated email addresses)
19	B.11.11	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email, and posting on the website: <a href="http://procurement-notice.undp.org/">http://procurement-notice.undp.org/</a>
20	D.23.3	No. of copies of Bid that must be submitted	In case hard copy offers are submitted Original: one (1) Copies: two (2), in addition to <b>two (2) soft copies on CD/DVD (when submitted in hard copy)</b> Submissions must be identical and include all required documents. In the event of any discrepancies the "original proposal" submitted in hard copy shall govern.
21	D.23.1 b) D.23.2 D.24	Bid submission address	United Nations Development Programme UNDP, 4th floor Att. Procurement Support Office Bid / Tender Unit Marmorvej 51, 2100 Copenhagen Ø, Denmark
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time : 24th November 2017 COB Copenhagen local time
22	D.23.2	Manner of	<input checked="" type="checkbox"/> Courier/Hand Delivery

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
		Submitting Bid	<input checked="" type="checkbox"/> Electronic submission of Bid (preferred manner)
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: <b>psobid tender@undp.org</b> <input checked="" type="checkbox"/> Format : PDF files <input checked="" type="checkbox"/> Max. File Size per transmission: 4.5 Mb <i>Note that there is no restriction to number of files to be transmitted. Offers can be divided in several files provided they are each smaller than 4.5 Mb and that they are all received in the above stated email address before the stipulated deadline.</i> <input checked="" type="checkbox"/> No. of copies to be transmitted : 1 <input checked="" type="checkbox"/> Mandatory subject of email: <b>UNDP</b> Mandatory subject of email: ITB UNDP HIST 33-17 Design and Construction of a new medical warehouse in Bissau,
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: 27th November 17 14 : 00 Hours Copenhagen local time. United Nations Development Programme UNDP, 4th floor Att. Procurement Support Office Bid / Tender Unit Marmorvej 51, 2100 Copenhagen Ø, Denmark. Any bidder that intends to participate in the public bid opening shall notify Arvis Vilcins (arvis.vilcins@undp.org) at least 24 hours in advance. Bids will be opened in the presence of bidders' representatives, who choose to attend and carry a letter authorizing the holder to attend the bids opening session on behalf of the bidder.
25		Evaluation method to be used in selecting the most responsive Bid	<ul style="list-style-type: none"> <li>• Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and</li> <li>• Lowest price offer of technically qualified/responsive Bid</li> </ul>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	<ul style="list-style-type: none"> <li>• Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the works being procured (refer to section 5, point 7.)</li> <li>• Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any (refer to section 5, point 8)</li> <li>• Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures (refer to section 5, point 9)</li> </ul>

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<ul style="list-style-type: none"> <li>• Statement of compliance / deviations in regards to each of the items included in the Bill of Quantities, Part C to the ITB.</li> <li>• Bid submission form: Fully completed and duly authorized (see Section 4).</li> <li>• Bidder information form: Fully completed and duly authorized (see Section 5) together with corresponding required supporting documents.</li> <li>• Technical bid form: Fully completed and duly authorized (see Section 6) together with corresponding required supporting documents</li> <li>• Price and Delivery Schedule form: Fully completed and duly authorized (see Section 7).</li> <li>• Project safety, health and environment plan, in order to ensure adherence of all works carried out to accepted minimum health and safety standards, such as SA Occupational Health and Safety Act 85 of 1993 and/or similar, ILO guidelines on safety &amp; health in a construction site, etc.</li> <li>• Written power of attorney, authorizing the signatory of the bid to commit the Bidder.</li> </ul>
27		Other documents that must be Submitted to Establish Eligibility	<p>1) <b>Proposed team composition</b> and structure, per the minimum stated in BDS with recent CVs and the corresponding time-effort to be allocated for each stage/milestone, expressed in number of working days;</p> <p><b>2) Detailed implementation work plan and time schedule.</b> Bidders are required to submit a proposed implementation work programme from contract signature to project completion and handover. The work plan shall cover design, steel fabrication and installation, civil works, etc. and all delivery milestones as outlined in the Terms of Reference. The work plan must show detailed list of tasks, duration, and allocated resources per task  -The work plan shall show the works schedule and at the same time show bidder's ability to finish the works within 11 calendar months from the contract start date.  -The work plan will form part of the contractual documents.</p> <p><b>(3) Preliminary design report and drawings</b> for all project components, including pre-engineered steel buildings, civil and foundation works, external works, etc. The design report shall provide adequate description and detailed specifications_ full technical data_ of the steel buildings to meet the minimum requirements specified in the Terms of Reference</p>

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>(Section 3a). If the preliminary design report and drawings does not include adequate description of the steel building components or does not meet the minimum requirements specified in the Terms of Reference and drawings included in the tender dossier, the bid will be rejected as non-responsive. Bidders shall make use of the drawings included as attachments to this tender dossier in order to develop their preliminary design report and drawings.</p> <p>-Subcontracting;</p> <p>A) The maximum percentage of the contract value which may be subcontracted is fixed at 30% of contract value, except for the pre-engineered steel buildings works, where the whole item (regardless of the percentage) can be subcontracted.</p> <p>B) Where the contractor is proposing to subcontract more than 10% of the total value of the contract, the following details should be submitted by the contractor in the bid submission:</p> <ul style="list-style-type: none"> <li>▪ BOQ item number to be subcontracted</li> <li>▪ Value of item to be subcontracted</li> <li>▪ Name of subcontractor(s)</li> <li>▪ Full qualifications and resources details for the proposed subcontractor(s) for evaluation purposes.</li> </ul> <p>C) Additional information may be requested by UNDP to verify the technical and administrative capacity of the subcontractor(s) to undertake the works. UNDP reserves the right to accept or reject proposed subcontractor(s) based on their qualifications.</p>
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<p><b><u>See point 26 and 27. Bidders are required to take note of the requirements stipulated under SECTION 3: SCHEDULE OF REQUIREMENTS &amp; TECHNICAL SPECIFICATIONS, Section A, Part A2, General, Section B, Scope of Required works.</u></b></p> <p><b><u>IMPORTANT: Bidders are required to pay special attention to the detailed description of the minimum technical requirements, characteristics and specifications required for the different components / elements of the required works, as outlined in Section 3, Part B, Scope of required works.</u></b></p> <p><b><u>BIDDERS are requested to outline any deviation between the technical requirements, characteristics and specifications offered for the different components / elements of the required works and those required in Section 3, Part B of the ITB. Bidders are requested to indicate any such deviations by including the corresponding remark/s in the Column titled "Bidder's confirmation of</u></b></p>

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<b><u>compliance / comments on deviations” in the table included in Section 3, Part C Bill of quantities.</u></b>
29	C.15.2	Latest Expected date for commencement of Contract	
30	C.15.2	Maximum Expected duration of contract	The expected time frame for completion of the works is envisaged to be a maximum of 11 months.
31		UNDP will award the contract to:	One Bidder only
32	F.34	Criteria for the Award and Evaluation of Bid	Award Criteria <ul style="list-style-type: none"> <li>• Compliance with the minimum set of eligibility and qualification requirements stated in Section Instructions to Bidders, Bid Data Sheet in this ITB.</li> <li>• Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications</li> <li>• Confirmation that Maximum percentage of supply/work that will be sub-contracted: 30% of contract value.</li> <li>• Acceptability of the Delivery Schedule;</li> <li>• Appropriateness of the Implementation work plan and Timetable to Project Schedule;</li> <li>• Full compliance of qualification of the team assigned to the contract.</li> <li>• Appropriateness of Plant and Equipment schedule</li> <li>• Lowest offered cost</li> </ul>
33	E.29	Post qualification Actions	<ul style="list-style-type: none"> <li>• Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</li> <li>• Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>• Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</li> <li>• Inquiry through visit / inspection of bidder's and/or associates premises, facilities, equipment and/or resources.</li> <li>• Inquiry through credit rating and reporting agencies; the Successful Bidder shall fully cooperate with a given credit rating and reporting agency, for purpose of obtaining reports on the company's production facilities, financial and</li> </ul>

<b>DS No</b>	<b>Cross Ref. to Instructions</b>	<b>Data</b>	<b>Specific Instructions / Requirements</b>
			management status; and, <ul style="list-style-type: none"> <li>• Testing and sampling of completed goods similar to the requirements of UNDP, where available.</li> </ul>
34	E.31 B	Conditions for Determining Contract Effectivity	<ul style="list-style-type: none"> <li>• Compliance to Instructions to Bidders</li> <li>• UNDP's receipt of Performance Bond; and, Contractor's signature of the civil works contract.</li> <li>• Approved Works programme</li> <li>• Resource Histograms</li> </ul>
35	F.35	Right to vary Requirements at the Time of Award	UNDP reserves the right to vary the quantity of the works (regardless the amount of variation) without any change in the unit price or other terms and conditions.
36		Other Information	Alternative & Partial bids are not acceptable

## **SECTION 3: SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS**

### **Scope Of Work**

#### **SECTION A - PROJECT INFORMATION**

##### **PART A1 - 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 Guinea Bissau. PSM is the central actor of the Ministry of Health for the storage and distribution of health commodities in Guinea Bissau. 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 PSM. At the same time there have been plans to improve the handling capacity of this supply chain with the development of a new central warehouse in Bissau.

The lack of sufficient space at existing stores for storage and handling of supplies is affecting capacity and quality of operations and hampering the efforts of PSM to provide quality logistics services.

UNDP financed the Master Plan for PSM which describes requirements, layout and overall structure for the development of a central store.

All drawings attached show the completed warehouse and offices, due to short term availability of funds this ITB is for the building materials which form the main structural elements, cladding and external doors as listed below.

UNDP-GF provides an active support to this process financing for this development, which is for the following building elements:

- All structural steel for:
  - Main building columns
  - Roof Stusses
  - Mezzanine floor support structure
  - Canopy structure
  - Structural framework for sectional and roller shutter door.
  - Painting
  
- Cladding
  - Roof Cladding
  - Side Wall Cladding

## PART A2 - GENERAL

Further to the Schedule of Requirements in Section B below, Bidders are requested to take note of the following additional requirements, conditions, and related services and to include the corresponding documents required in their offers submitted in response to this ITB and/or present these prior to award of contract.

Delivery Term [INCOTERMS 2010]	All prices for materials and equipment included in this ITB shall be understood as DAP Bissau, off-loaded.
Exact Address of Delivery/Installation Location	
Customs, if needed, clearing shall be done by:	UNDP will be responsible for tax, customs and duties exemption only.
Commissioning	Contractor will be responsible for commissioning of all equipment included in this ITB. Corresponding prices / costs shall be factored accordingly in the bidder's offer.
Liability Insurance	<p>The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of 300% of the price of the Contract per occurrence, with number of occurrences unlimited. The liability insurance shall be submitted by the Contractor within seven (7) days of receipt of the letter of Intent, and before contract signature and start of works, and shall be valid until end of defects liability period (i.e. twelve months after the intended completion date).</p> <p>Insurance policies (All risks insurance, public liability insurance - third parties &amp; Workers' compensation insurance) should be issued by the successful bidder subject to the general conditions, terms and conditions of the contract, and as per/ in compliance with the applicable Guinea Bissau Labour Law and international standards in this regard.</p>
Defects Liability	Any damage resulted from defect in execution by the Contractor on the executed works during the defects liability period should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from UNDP (or its appointed representative); and if the contractor does not repair these damages 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.
Taxes	This contract is exempted from VAT and all other taxes; as such taxes will not be paid under this contract. Bidders are requested to submit their offers excluding any such taxes
Payment Terms	<p>UNDP shall issue payments to the contractor according to an agreed payment modality based on progress of the works specified in Section III of the Terms of Reference (Section 3). See further Section 11 of this ITB</p> <ul style="list-style-type: none"> <li>• In the case of requesting an advance payment by the Contractor; the UNDP shall pay the Contractor an advance payment up to 10% of the contract value upon signature of the contract between UNDP and the Contractor and submission of the following documents by the Contractor: <ul style="list-style-type: none"> <li>○ An irrevocable bank guarantee for the same value of the advance payment valid for the period of 30 days after the intended completion date of the project works.</li> <li>○ The required Performance Security as stipulated in this contract.</li> </ul> </li> <li>• The amount of the advance payment if paid to the contractor shall be subject to a deduction of a 10% (Ten percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the</li> </ul>

	<p>advance payment when 80% of the works are completed. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of completion of 80% the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after completion or may recover such amount from the bank guarantee</p> <ul style="list-style-type: none"> <li>• On each payment, UNDP shall withhold a per centum of the invoice amount, up to a maximum of 10% of the total price of the Contract for due performance of execution. Half of this amount (5%) shall be returned to the Contractor within Forty (40) days upon the substantial completion and taking-over of the Works, and the remaining (5%) will be retained until the contractor furnishes the Maintenance Bank Guarantee which to be issued in the amount of 5% (five-percent) of contract value, and to be valid until the end of the one year defects liability period. The said remaining (5%) of the contract value shall be returned to the contractor within Forty (40) days as of the date of receipt of the Maintenance Bank Guarantee.</li> <li>• Deliverables and payment schedule will be discussed during the contract preparation.</li> </ul>
Special Requirements	<p><b>1. Miscellaneous</b></p> <p><b>a) Time Schedule:</b> The contractor is required to submit a time schedule for the all activities and deliverables of the project as outlined in the BDS and the sequence of work activities using MS-Project (or equivalent) software. This time schedule should be reviewed and approved by the engineer before the initiation of work activities. The contractor has to update it and do all modifications deemed necessary to work activities as per the instructions of the engineer.</p> <p>The contractor shall carry out quantity verification to be executed before the start-up of work activities. Written approval on the scope of works shall be obtained prior to implementation process.</p> <p><b>b) Schedule of material supply</b> The time schedule of works should include the dates and quantities of material supply as well as the equipment supply to assure proper planning of work activities.</p> <p><b>c) Work plan</b> The contractor shall submit a written work plan that illustrates the methodology to be followed in implementation of the work activities.</p> <p><b>d) Samples and catalogues:</b> The contractor shall submit all samples and /or catalogues for all materials to be used on the project to verify their compliance with the technical specifications as follows:</p> <p>*The samples will be handed along with the request of material approval as per the schedule of material supply such that one week is allowed to obtain approval before order of material supply is placed.</p> <p>*The samples and catalogues should show the data of technical specification. In case there is no possibility to obtain a sample, the catalogue might be accepted after the engineer approval.</p> <p><b>e) Cash – Flow:</b> The contractor shall submit a cumulative cash flow chart (S- curve) expected during implementation. Updates should be carried out on</p>

regular basis to adapt the actual expenditure on the project.

**f) Monthly reports and photographs:**

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

**g) Contract documents:**

All tender documents stipulated in the ITB should be preferably submitted, signed and stamped. It is deemed that all mentioned in the technical specification (General and Specific), drawings, bill of quantities, pre-bid meeting notes and/or any addendum thereof are included in the unit prices of the items and no extra charges will be paid in that respect.

**2) WORKMANSHIP:**

The contractor shall engage competent workers to achieve the workmanship stated in the tender documents. It is expected that best local practices be utilized in case no specific workmanship is identified. It is responsibility of the contractor

**3) DRAWINGS:**

- a) The contractor shall abide to any additional detail or general drawings issued by the engineer and will be considered as part of the contract.
- b) The contractor will develop shop drawings for all work activities and submit for approval. No activity can be started unless engineer approves relevant shop drawing.
- c) The contractor should submit three copies of the shop drawings a week ahead of required approval. In case of changes required, the contractor will resubmit the drawings with changes and obtain approval before execution of works.

**4) Discrepancies and mistakes in tender documents:**

- a) In case there is discrepancy in the tender documents, the Engineer will verify the correct specification of any item in the tendering stage.
- b) In case there is missing information in the contract documents or discrepancy or review and approval of the engineer, improper description of details of the items, it doesn't relieve the contractor from carrying out the item in the most correct manner as if identified and properly described in the original tender documents.
- c) The contractor has to inform the engineer in case of omissions, discrepancies or mistakes in the tender documents in the tendering stage and price according to the engineer's answer.

**SUB-CONTRACTORS:**

Sub- contractors are dealt with according to General Conditions of Contract. The main contractor should submit to the Engineer the certified agreement between him and the subcontractor prior to commencement of the work. See also BD, section 27.

**EQUIVALENCE AND ENGINEER'S INSTRUCTION:**

Wherever equivalence and Engineers' instruction are mentioned within the contract documents, they are interpreted to be dealt with and /or executed according to the consent of the engineer.

**5) SPECIFICATIONS:**

Specifications are the approved international and/or Specifications or as indicated in the ITB.

In case there is no clear or missing specification for items, it is deemed that the contractor has based his prices on high quality materials and best practice in implementation.

**6) TAKE OFF QUANTITIES AND PRICING:**

a) Description of items

The tender documents are complementary and self- explanatory and what is deemed necessary in one is deemed necessary in all.

Accordingly, the item specification is not limited to item description in the bill of quantity but rather to the tender documents as a whole.

b) Deliverables and pricing

c) Bidders are expected to submit a total lump sum all inclusive offer for each of the required deliverables included in Section 3 of this ITB. Costing for each deliverable shall be based on the design proposed by the bidder and the information provided in this ITB and such costing shall be reflected in the corresponding financial proposal included in Section 7 of this ITB

- (i) The costing should not include VAT. All payments will be processed according to Zero VAT invoices all according to applicable rules and regulations in that respect. The contractor has to include all expenses that might occur in his overhead expenses and no claims will be accepted regarding this issue.
- (ii) Price shall include fees of testing according to specification and engineer's instruction. UNDP has the right to change the testing laboratory from time to time.

## SECTION B – SCOPE OF REQUIRED WORKS

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## 1 WAREHOUSE STRUCTURE

### 1.1 Internal columns

An optimal structural grid will be determined in conjunction with the structural and logistics engineers in order to optimise the benefits a cost effective yet functional warehouse layout.

## 2. WAREHOUSE HEIGHT

An optimal height has been selected to suit warehouse operations based on the storage of optimum modules of pallets.

### A 9.850m clearance to the underside of trusses (eave height)

It is recommended that a global maximum working height be used allowing forklift reach limitation, eliminating facility/forklift damage.

## 3. ROOF STRUCTURE

As a generalisation, it is envisaged that the warehouse structure will consist of hot rolled structural steel rafters or trusses depending on the final design optimisation. The design should minimize the presence of dust collection surfaces. The roof should be designed for self-weight, maintenance loads with insulation, lighting and the installation of solar panels by the client that requires a design weight of 20kg/m<sup>2</sup>.

All structural steelwork will be designed in accordance with local and international standards.

## 4. ROOF SHEETING

The warehouse needs to be a thoroughly weather-tight facility. The design must ensure that extreme weather is taken into account; details of sheeting, flashing, counter flashing etc., need to be clearly defined during the construction phase of the project. The profiled steel sheeting needs to be suitably thick and purlins at close enough centres to support construction personnel and maintenance personnel without damage to the sheeting. Roof slopes need to be selected to suit the selected roof sheeting water carrying capacity. Roof sheets are to be in single lengths. A 10 Year back-to-back materials and workmanship guarantee is to be provided.

The roof system to consist of GRS Zip Tek 440 patented roofing solution, which should be erected by a GRS approved installer. The system consists of 0.58mm Chromadek, colour Fish Eagle White profiled sheeting, all installed with concealed fixing brackets, complete with all flashings and fixtures.

## 5. RAINWATER DISPOSAL

- Roof gutters piped to three rain water storage tanks.
- Over-flow drains.

## 6. VERTICAL CLADDING

Vertical cladding should be I.B.R. sheeting to same material specification as the roof sheeting fixed vertically to steel girt rails with all trims, sills and closure pieces.

## 7. OPERATIONAL WAREHOUSE DOOR SCHEDULE

### 7.1 Docking Area Sectional Doors with viewing panels

- a) Type: Sectional up and over door with viewing panels
- b) Size: 3000mm Wide x 3500mm High – 2 off , Size: 2200mm wide x 4500mm high – 1 off

### 7.2 Battery Charging Room Roller Shutter Doors

- a) Type: Sectional up and over roller shutter door with viewing panel
- b) Size: 3000mm Wide x 4500mm High
- c) Quantity: 2-off

## 8. DOORFRAMES

- Steel Doorframes for sectional doors and steel roller shutter doors as described in section above.
  - **Steel doorframes:**
    - **Unitary frames:** One-piece with casing faces welded and ground smooth. Stops shall have hairline-tight butt joints.
    - **Fully welded frames:** one-piece with casing faces, rebates and stops welded from behind and ground smooth.
    - **Fabrication:**
      - Base metal: Cold-rolled, steel sheet, 16-gauge, minimum.
      - Sizes: As schedule by manufacturer with AAAMSA compliance.
      - Finish: Prime painted for scheduled paint finish.
      - Locations: Use unitary frames throughout the work unless fully welded frames are expressly indicated.
      - Use fully welded frames.

## 9. PAINTING

### 9.1 Exterior Painting

- To the extent practicable, materials with an exterior exposure will be pre-finished by the manufacture.
- Paint System Dulux or Plascon: Semi-gloss, finish for hollow metal service doors and frames. Colour as selected by the Project Manager from the manufacturers full range of available colour.
- Paint System Dulux or Plascon: High-performance, opaque urethane finish for structural steel with exterior exposure.

### 9.2 Steel Interior Exposure:

- Paint System Dulux or Plascon: Semi-gloss, alkyd finish:
  - Surface preparation

- Primer – Where finished factory primed, touch-up shop coat at bare metal: 1 coat, interior metal primer.
- Finish: 2 coats, minimum Dulux/Plascon, Speed hide interior enamel, semi-gloss.
- Ablutions and toilets – 2.1m high with eggshell enamel paint finish above
- Tea kitchens and restrooms – 600mm High tiled splash back behind fitting/sink units
- All internal window sills to be tiled

**10. CONSULTANTS DESIGN**

Tenderers to allow for the following consultants fees:

- design
- drawings
- details issue
- compliance certificate issue

Disciplines to be included:

- Structural Engineer

**11. PROVISIONAL PROGRAMME FOR THE WORKS**

Contractors must provide a programme for the following:

- Detailed design
- Manufacturing time
- Delivery to Guinea Bissau site

## **Section C. Provisional Bill of Quantities**

The following items and quantities are deemed as required to conduct the scope of civil works included in this ITB. Bidders are requested to make use of the last column in the BOQ to reflect any possible deviations between required and offered items. Bidders are required to price these items in Section 7 of the ITB.

	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>Bidder's confirmation of compliance / comments</b>
<b>1</b>	<b><u>STRUCTURAL STEEL AND ROOFING</u></b>			
1	150 x300mm Gutters to main building	99.00	m	
2	125 x 200mm Gutters to canopies	21.00	m	
3	125 x 200mm Gutters to office block	20.00	m	
	<b><u>Covering</u></b>			
4	Roof sheeting vertical	1,242.00	m <sup>2</sup>	
5	Extra Over Polycarb	153.15	m <sup>2</sup>	
6	Roof sheeting horizontal	1,221.00	m <sup>2</sup>	
7	Downpipes to main building	130.00	m	
8	Downpipes to canopies	10.00	m	
9	Downpipes to reception	20.00	m	
10	Canopies	62.00	m <sup>2</sup>	
11	Ventillation Louvres	58.80	m <sup>2</sup>	
12	Horizontal smoke extraction	6.00	No	
<b>2</b>	<b><u>METALWORK</u></b>			
1	Sectional Doors - 3000 x 3500mm High - sectional type with 2 view panels	2.00	No	
2	Sectional Door - 2500 x 4500mm High - sectional type with 2 view panels	1.00	No	
3	Roller Shutter Door - 3000 x 4500mm High - to battery charging, chain operated and galvanised sectional	1.00	No	

## **SECTION 4: BID SUBMISSION FORM3**

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

Insert: Location

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

Dear Sir:

We, the undersigned, hereby offer to supply the goods and related services required for ITB UNDP HIST 33-17 Design, manufacture and delivery of structural steelwork, cladding, structural external door frames and doors which form part of a new medical warehouse in Bissau, Guinea Bissau in accordance with your Invitation to Bid dated ..... We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that :

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

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

We agree to abide by this Bid for 120 days.

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

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

We remain,  
Yours sincerely,

---

Authorized Signature [In full and initials]:  
Name and Title of Signatory:  
Name of Firm:  
Contact Details:

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

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

## **Section 5: Documents Establishing the Eligibility and Qualifications of the Applicant**

### **Form 2. Applicant's Information Form<sup>4</sup>**

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

Page      of      pages

1. Applicant's Legal Name [insert Proposer'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 Proposer'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 Proposer's legal address in country of registration]		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's name] Telephone/Fax numbers: [insert Authorized Representative's name] Email Address: [insert Authorized Representative's name]		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Applicants shall confirm non-existence of conflict of interest		
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.		

<sup>4</sup> 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.

16. Attached are copies of original documents of:

Certificate of registration of the business

Tax registration / payment certificate

Certificate of registration of the business

If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered

If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

### FORM 3. JOINT VENTURE DECLARATION

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

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

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

	Lead Partner	Partner	Partner
<b>Name</b>			
<b>Date</b>			
<b>Signature</b>			
<b>Stamp</b>			

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

## Form - 4: Litigation history

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

---

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

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

---

**Form – 5: General Construction Experience: Projects Completed / Ongoing**

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

Applicants are requested to complement the information inserted in table above with a copy of the respective contract / purchase order/s.

Further Applicants are required to include in their applications, statement of Satisfactory Performance from 3 relevant Clients. Such statements shall be dated five month or later, before the deadline for submission of bids in response to this ITB.

**Form – 6: Applicants Turnover**

Year	Turnover Volume in U\$
2014	
2015	
2016	

**Form – 7: Relevant Construction Experience**

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

## Form -8 : Key Personnel Form

*Guidance note: The key personnel form should 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 base of this pre-qualification notice. Attached are the signed CVs of the proposed key personnel, along with copies of their diplomas and other supporting documents as applicable.

#	Key Personnel	Name and Last 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 should 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*:		
<b>Personnel Information</b>	Name	Date of Birth:
	University Degree*:	
	Professional Qualifications:	
<b>Present Employment</b>	Name of the Employer	
	Address of the Employer	
	Telephone	Contact Person:
	Fax	Email:
	Job Title	Years with present Employer:

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

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

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describes 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

*Guidance Note: The key equipment form should be printed on company letterhead, signed by the authorized representative(s) of the applicant, dated and stamped. The Applicant must demonstrate that it will have access, at the minimum, to the same list of equipment that has been used by the Applicant over the last two years and which is required to be listed hereafter. Applicants are required to confirm either ownership of each of the pieces of equipment included in the list below and/or access to it through agreed rental/leasing agreements.*

### EQUIPMENT FORM

(applicants to complete information on the equipment used over the last two years)

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

*Note: please add all equipment that is with the firm/company*

Best regards,

\_\_\_\_\_  
[Signature of the Authorized Representative(s) of the Proposer]

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

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

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

## Form – 10: Local Representative in Guinea Bissau<sup>1</sup>

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

\_\_\_\_\_  
[Signature of the Authorized Representative(s) of the Proposer]

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

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

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

\_\_\_\_\_  
<sup>1</sup> To be provided ONLY by bidders that are not a legal entity constituted in Guinea Bissau

## Form - 11: Financial Situation

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

Applicant's Legal Name \_\_\_\_\_ Date \_\_\_\_\_

Financial information in US\$ <sup>2</sup>				
Information from Balance Sheet				
	2014	2015	2016	Average
Total Assets (TA)				
Total Liabilities (TL)				
TA/TL Ratio				
Net Worth (NW)				
Current Assets (CA)				
Current Liabilities (CL)				
CA/CL Ratio				
Information from Income Statement				
Total Revenue (TR)				
Profits Before Taxes (PBT)				

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

- \* Must reflect the financial situation of the Applicant
- \* Historical financial statements must be audited by a certified accountant
- \* Historical financial statements must be complete, including all notes to the financial statements
- \* Historical financial statements must correspond to accounting periods already completed and audited

**Note: Companies/Firms applying through Joint Venture are requested to please provide the Audited Account of Lead Partner.**

Name:

Company Name:

\_\_\_\_\_

<sup>2</sup> For conversion purposes please use average annual conversion rates

## Form 12: Financial Resources

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

Cash and Credit position as of submission date in U\$ <sup>3</sup>				
Bank	Available Cash	Unused		
		Cash Credit	Credit Letter	
<b>Total</b>				
	A	B	C	A+B+C

---

<sup>3</sup> For conversion purposes please use average annual conversion rates

**Form 13: Detail of existing Applicant's workload**

Project Reference and name of client	Applicant's role in the project and detailed description of works	Value of work to be executed by Applicant	Estimated time of full completion

## Section 6: Technical Bid Form<sup>5</sup>

**ITB UNDP HIST 33-17 Design**, manufacture and delivery of structural steelwork, cladding, structural external door frames and doors which form part of a new medical warehouse in Bissau, Guinea Bissau

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

<b>SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES</b>
1. Technical description of items: Confirmation that all items requested in Data Sheet sections 4, 26 and 27, Section 3, Schedule of requirements and technical specifications and a detailed BOQ, Section 7, have been included and priced in the bidder's offer.
2. Bidder's Statement Regarding Deviations/Non-Compliance : Any departure from the provisions of the specification shall be disclosed in the table provided as BoQ
3. Descriptive literature: Bidders shall provide full technical details of all items offered in technical sheets or catalogues with pictures showing detail and general views of the equipment and components. Specific details/models of items offered should be clearly stated as standard technical sheets or catalogues may offer different options.
4. Further to the Schedule of Requirements, Bidders are requested to take note and submit additional documentation required in Section 3, Part A2: related services.

<sup>5</sup> Technical Bids not submitted in this format may be rejected.

## Section 7: Price Schedule Form

**ITB UNDP HIST 33-17 Design**, manufacture and delivery of structural steelwork, cladding, structural external door frames and doors which form part of a new medical warehouse in Bissau, Guinea Bissau

### Tender Price Breakdown

Bidders are required to complete columns titled “rate” and “amount” in table below (both marked in grey in the table below)

**IMPORTANT:** Bidders are recommended to make use of the Excel file titled Bissau warehouse design and construction, Price Schedule Excel format” when completing Section 7, Price Schedule form in response to this ITB.

### SECTION 7, PRICE SCHEDULE FORM

Bidders are required to complete the columns titled Rate for each item

	DESCRIPTION	QUANTITY	UNIT	RATE	TOTAL
<b>1</b>	<b>STRUCTURAL STEEL AND ROOFING</b>				
1	150 x300mm Gutters to main building	99.00	m		\$-
2	125 x 200mm Gutters to canopies	21.00	m		\$-
3	125 x 200mm Gutters to office block	20.00	m		\$-
	<b>Covering</b>				
4	Roof sheeting vertical	1,242.00	m <sup>2</sup>		\$-
5	Extra Over Polycarb	153.15	m <sup>2</sup>		\$-
6	Roof sheeting horizontal	1,221.00	m <sup>2</sup>		\$-
7	Downpipes to main building	130.00	m		\$-
8	Downpipes to canopies	10.00	m		\$-
9	Downpipes to reception	20.00	m		\$-
10	Canopies	62.00	m <sup>2</sup>		\$-
11	Ventillation Louvres	58.80	m <sup>2</sup>		\$-
12	Horizontal smoke extraction	6.00	No		\$-
<b>2</b>	<b>METALWORK</b>				
1	Sectional Doors - 3000 x 3500mm High - sectional type with 2 view panels	2.00	No		\$-
2	Sectional Door - 2500 x 4500mm High - sectional type with 2 view panels	1.00	No		\$-
3	Roller Shutter Door - 3000 x 4500mm High - to battery charging, chain operated and galvanised sectional	1.00	No		

SECTION 7. PRICE SCHEDULE FORM. SUMMARY TABLE

Item	DESCRIPTION	Amount (USD) Offered by bidder
1	<b>TOTAL QUOTED SCHEDULE 1, STRUCTURAL STEEL AND ROOFING</b>	\$ -
2	<b>TOTAL QUOTED SCHEDULE 2, METALWORK</b>	\$ -
	<b>TOTAL QUOTED FOR BUILDING WORKS EXCLUDING CONSULTANTS</b>	\$ -
-	Contractors to allow design and supervision fees for :	
-	Structural Engineer	
-		
-	<b>TOTAL QUOTED IN RESPONSE TO BID INCLUDING CONSULTANTS</b>	\$ -

**SECTION 9: FORM FOR PERFORMANCE SECURITY<sup>6</sup>**

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

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

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

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

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

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

This guarantee shall be valid until a date 30 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 .....

<sup>6</sup> *If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder’s Bank will issue shall use the contents of this template*

## **SECTION 10: FORM FOR ADVANCED PAYMENT GUARANTEE<sup>7</sup>**

*(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]*)<sup>8</sup> 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 \_\_\_\_\_, 2016 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.*

<sup>7</sup> *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.*

<sup>8</sup> *The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.*

## **SECTION 11: CONTRACT**



### CONTRACT (DRAFT)

Date

Dear Sir/Madam,

Ref: ITB UNDP HIST 33-17 Design, manufacture and delivery of structural steelwork, cladding, structural external door frames and doors which form part of a new medical warehouse in Bissau, Guinea Bissau.

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage [ENTER CONTRACTOR NAME] in order to perform Design and Construction of Design and construction of a new medical warehouse in Bissau, Guinea Bissau, in accordance with the following Contract:

#### 1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, REV. Oct, 2000], attached hereto as Annex I(A). The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
  - a) this letter;
  - b) the Technical Specifications, Site Geotechnical Survey Report, Site Topographical Survey drawing and Preliminary Concept Drawings dated [Enter date] attached hereto as Annex II;
  - c) the Contractor's Tender dated [enter date] including the Priced Bill of Quantities, as clarified by the [MINUTES OF MEETING DATED] not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract. The Contractors' address and contact details being:

[ENTER DETAILS OF CONTRACTOR's ADDRESS]

#### 2. Obligations of the Contractor

- 2.1 The Contractor shall commence work within 45 (fortyfive) days from the date on which he shall have been given access to the Site and received the notice to commence from the Project Manager, and shall perform and substantially complete the Works by[STATE AGREED COMPLETION DATE], in accordance with the Contract. The Contractor shall

provide all materials, supplies, labour and other services necessary to that end.

- 2.2 The Contractor shall submit to the Project Manager the Programme of Work referred to in Clause 13 of the General Conditions by [STATED DATE].
- 2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

3. Price and Payment

- 3.1 In full consideration of the complete and satisfactory performance of the Works under this Contract, UNDP shall pay the Contractor a fixed contract price of [ENTER SUM in figures] United States Dollars [ENTER SUM IN LETTERS]
- 3.2 The price of this contract is fixed lump sum and not subject to any adjustments or revision because of price or currency fluctuation or the actual cost incurred by the contractor. The contractor shall have total responsibility on the performance of the Design and Build contract without exceeding the contract lump sum amount of USD [ENTER SUM in figures followed by SUM in letters]
- 3.3 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

Draft figures (to be finalized and completed at time of award of contract)

No.	MILESTONE ACTIVITY	AMOUNT (USD)	EXPECTED PAYMENT DATE
1	Advance Payment	10% max against bank guarantee	TBD
3	Acceptance of Manufacturing Working Drawings	5%	TBD
	Inspection of completed structures at manufacturers premises	65%	TBD
	Delivery, offloading, Inspection to Bissau	20%	TBD

- 3.4 UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Project Manager, approving the amount contained in the invoice. The Project Manager may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Project Manager may also withhold invoices if 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. The Project Manager shall process the invoices submitted by the Contractor within 15 days of their receipt.
- 3.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the

Contractor's performance of the Works.

3.6 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Project Manager.

4. Special conditions

4.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

4.2 a) The amounts of the payments referred to under section 3.3 Table 1 Nr. 2 – 7 and 12 above shall be subject to a deduction of 10% (Ten percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment, as stated on page 32, under ITB section 3, part A2 – General: Payment Terms, item (b).

b) At the completion and acceptance of the works 50 (fifty) % of the retention deduction or 5 (five) % of the total contractual amount will be released. The remaining 5 (five) % will be released at the end of the defect liability period (one year after the practical completion of the works), as stated on page 32, under ITB section 3, part A2 – General: Payment Terms, item (c).

4.3 The Performance guarantee referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of 10% (Ten percent) of the Contract Amount.

4.4 The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Project Manager.

4.5 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount equivalent to 300% (hundred percent) of the contract sum.

4.6 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be USD500.00 (Five Hundred Dollars) /day of delay, up to a maximum of 10% of the final price of the Contract.

4.7 The General Conditions of Contract for Civil Works are supplemented with the Special Conditions of Contract, attached hereto as Annex 1(B) (the “Special Conditions”). For the avoidance of doubt, and unless expressly stated otherwise, the Special Conditions shall prevail in case of any inconsistency over the General Conditions.

5. Submission of invoices

5.1 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.

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

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

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

[ENTER BANK NAME, ADDRESS AND BANK ACCOUNT]

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:

For the UNDP:  
The UNDP Country Director,  
United Nations Development Programme  
UN House, 9350, Alick Nkhata Road,  
P.O. Box 31966,  
Zambia,  
Ref. GFATM\_/05\_/2015  
Tel: (260-211) 386200  
E-mail: registry.zm.undp.org

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

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

[ENTER DETAILS OF PROJECT MANAGER]

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

Yours sincerely,

Martim Faria e Maya,  
Country Director

For United Nations Development Programme

Agreed and Accepted:

Signature \_\_\_\_\_

Name Martim Faria e Maya  
Title UNDP Country Director  
Date

Witnessed by:

Signature \_\_\_\_\_

Name Kazuhisa Yokomizo  
Title UNDP GF Acting Project Manager  
Date

For [ENTER CONTRACTOR NAME]

Agreed and Accepted:

Signature \_\_\_\_\_

Name  
Title  
Date

Witnessed by:

Signature \_\_\_\_\_

Name  
Title  
Date

ANNEX I (A)

UNDP GENERAL CONDITIONS  
OF CONTRACT FOR CIVIL WORKS

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

[http://procurement-notice.undp.org/view\\_file.cfm?doc\\_id=17648](http://procurement-notice.undp.org/view_file.cfm?doc_id=17648).

## ANNEX 1 (B)

### Special Conditions of Contract

#### A. Amendments to the General Conditions of Contract for Civil Works, attached as Annex 1(A) hereto

Clause 1 (setting forth definitions) on page 3 is hereby amended to read as follows:

(b) "Design and Build Contractor" or "Contractor" means the entity whose tender has been accepted and with whom the Contract has been entered into.

(c) "Project Manager" means the person whose services have been engaged by UNDP to administer the contract as provided therein, as will be notified by writing to the Contractor.

(e) "The Works" means the design, actual construction and supervision to be executed and completed under the contract.

Clause 1 (setting forth definitions) on page 3 is hereby supplemented with the following terms:

(i) Architect, Engineer and Quantity Surveyor: A duly licensed individual or entity designated by design and Build Contractor to perform or furnish specified Design Professional Services in connection with the Work.

(ii) Contract Documents: The documents as are listed under Agreement Declarations, Section 1 of the Agreement.

(iii) Contract Time: The time stated in the Agreement to achieve Substantial completion, and to finally complete the Works so that it is ready for final payment in accordance with article 46. of these General Conditions.

(iv) Design Criteria Package: The drawings and specifications and/or other graphic or written materials, criteria and information concerning the Employer's requirements for the Project, such as design objective and constraints, space, capacity and performance requirements, flexibility and expandability, which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for the Employer.

(v) Laws and Regulations: Any and all applicable laws rules, regulations, ordinances, codes and orders or any and all governmental bodies, agencies, authorities and courts having jurisdiction.

(vi) Drawings: Those portions or the Contract Documents prepared by or for the Design and Builder Contractor and approved by Employer consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the work.

(vii) Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the construction and certain administrative details applicable thereto.

(viii) Submittal: A written or graphic document prepared by or for Design and Build Contractor which is required by the Contract Documents to be submitted to the Employer by the Design and Build Contractor. Submittal may include, but are not necessarily limited to Drawings, Specifications, Bill of Quantities, Progress Schedules, Shop Drawings, Samples, Cash Flow Projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.

(ix) Substantial Completion: The time at which the construction has progressed and the Work has been completed to the point where it sufficiently complete, in accordance with the Contract Documents, so that the Construction can be effectively and efficiently utilized for the purpose of which it is intended without any material impairment of function. The terms substantially

Completion may be used in the Contract Document in reference to a particular portion of the construction in which case the term will be applied as defined above only to that portion of the Construction; otherwise it shall be deemed to refer to the total Construction.

(x) Special Conditions: Annex 1(B) of the Contract Documents which amends or supplements the General Conditions of Contract.

Clause 8.1 (regarding custody of drawings) on page 8 is hereby amended to read as follows:

Two (2) sets of hardcopy and a soft copy of approved drawings shall be submitted by the contractor to the Employer and remain in the sole custody of the Employer but two(2) hard copies thereof shall be retained by the contractor. The Contractor shall provide and make at his own expense any further copies require by him. At completion of the works, the Contractor shall return all drawings generated under the contract.

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

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

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

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

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

Provisions Supplementing the General Conditions of Contract for Civil Works, attached as Annex 1(A) hereto

Design by the Contractor. General Design

Based upon the Employer's Project requirements, as set forth in the Design Criteria Package prepared by the Employer, the Design and Build Contractor shall prepare Design Development documents to finalize the character of the Project as to structural, mechanical and electrical systems, materials, and other appropriate essential items of the Project. From approved Design Development Documents, the Design and Build Contractor will prepare work Drawings and Specifications setting forth in detail the requirements for the construction of the Project, and based upon codes, laws, or regulations which have been enacted at the time of their preparation.

These Development Documents shall be the basis for the design and construction of the Project.

The Contractor shall carry out, and be responsible for the design of the Works. The Design shall be prepared by qualified designers within the Contractor Team, who are consultants registered with the relevant Statutory Bodies in Guinea Bissau.

Each Design Member of Contractor shall assign a sufficient number of its experts, to the Project so that the provisions of this Contract are complied with and the Design Services are carried out in accordance with the subcontract Services Agreement, which shall be submitted to the Project Manager for approval.

The Contractor warrants that its designers and design Subcontractors have the experience and

capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Employer at all reasonable times, until the expiry date of the relevant Defects Notifications Period.

The Employer shall scrutinize the Contractor's design criteria and procedures and the items of reference within the period of fourteen (14) days before the Commencement Date, the Employer shall give notice of any error, fault or other defect found in the Contractor's design criteria and procedures on the reference items.

A detailed Bill of Quantities shall be prepared and priced by the contractor, whose final price shall be as indicated in the price schedule. Any errors and/ or omissions in the Bill of Quantities shall not absorb the contractor from their overall design and works execution liability and responsibility and shall not be regarded as variations to the Employer's Account.

h) The contractor unless otherwise provided in the contract, shall:

In respect of any defects or insufficiencies in the design of the works, be liable to rectify such defects or insufficiencies at their own cost and also be liable to compensate costs or losses incurred by the employer arising from a defective design on the works.

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

## 2. Documentation Necessary to Execute the Works

The Contractor's Documents shall comprise the technical documents required to satisfy all regulatory approvals, including the Bill of Quantities. The Contractor's Documents shall be written in the language for communications defined in the General Conditions of Contract (Clause 64).

The Contractor shall prepare all the Documents, necessary to execute the Works and pay all related statutory fees as applicable under the local Laws. The Employer's Project Manager shall have the right to inspect the preparation of all these documents, wherever, they are being prepared. When complete the documents shall be submitted to the Employer for their approval.

For each part of the Works, and except to the extent that the prior approval or consent of the Employer shall have been obtained.

In the case of the Contractor's Document which has been submitted for Employer's approval within five days, the Employer shall give notice to the Contractor that the Contractor's Document is approved, with or without comments, or that it fails (to the extent stated) to comply with the Contract.

Execution of such part of the Works shall not commence until the Employer has approved the Contractor's Document.

If the Employer instructs that further Documents from the Contractor are required for approval, the Contractor shall prepare them promptly. Any such approval or consent, or any review shall not relieve the Contractor from any obligations or responsibility.

The Contractor undertakes that the design, the execution and the completed Works will be in accordance with:

The Laws in the Country of Guinea Bissau, and

The Contract Documents, as may be amended by the Parties in writing.

If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's Documents, the Documents and the Works shall be corrected at the Contractor's cost, notwithstanding any consent or approval under this Clause.

## Execution of the Works

Pre-construction Meeting. Prior to the commencement of Work, the Design and Build Contractor shall attend a preconstruction conference with the Employer to discuss the progress Schedule, procedures for finalizing and handling working drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the contract deliverables.

Execution of actual building works shall not commence until after all preliminary site establishment requirements, a detailed Safety ,Health and Welfare plan, including scaffolding/ support systems plans are approved, and performance and insurance Bonds are obtained and submitted in line with the execution model of the bidding document.

The Contractor shall submit the Quality Assurance plan within fourteen (14) days of the Start Date, for approval by the Employer's Representative, and operations on site shall not commence until the scheme is approved.

### 4. Contractor's Supervision of the Works

The Contractor shall with due care and diligence design, execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract.

The Contractor shall establish and implement a scheme of Quality Assurance, including all supervision and testing procedures, records and all other things required to ensure that the Works are in accordance with provisions of the contract.

### 5. Design Copyright, Patents and Other Proprietary Rights

Except as it otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, process, inventions, ideas, know-how, or documents and other materials which the Contractor has developed or the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP. The intellectual property entitlement does not include repetition of the design other than on the site or sites to which this agreement relates, unless agreed and consented to in writing by UNDP and the Contractor.

To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use intellectual property or other proprietary rights solely for the purpose of and in accordance with the requirements of the contract.

At the request of the UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, Bills of Quantities, recommendations, documents, and all other details compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

### 6. Professional Liability / Malpractice/ Errors or Omissions

In addition to the insurance and liability provisions in the General Conditions of Contract for Civil Works, the Design and Build Contractor shall purchase and maintain Professional Liability or malpractice or errors or omissions insurance coverage with a minimum limit equal to 12.50% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than two (2) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defence costs.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the two year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy reference above and to which the endorsement attaches.

#### 7. Time Extensions

Should Design and Build Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Design and Build Firm, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Design and Build Contractor shall notify the Employer in writing within forty-eight (48) hours after the commencement of such delay, stating the cause of causes thereof, or be deemed to have waived any right which Design and Build Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever in whole or in part, shall relieve Design and Build Contractor of its duty to perform or give rise to any right to damage or additional compensation from Employer. The Design and Build Contractor expressly acknowledges and agrees that it shall receive no compensation for delay. The Design and Build Contractor's sole remedy, if any, against the Employer will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned.

#### 8. Subcontractor Insurance Requirements and Renewals

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

#### 9. Authority to Modify

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

## ANNEX II

a) Technical Specifications (ITB), b) Modified Technical Specifications (Pre-contract Negotiations).



## **SECTION 12: PRELIMINARY CONCEPT DRAWINGS**

The following drawings are available as separate attachments to this ITB and constitute an integral part of it;

G-B 2017 01 Rev B	Site Plan
G-B 2017 02 Rev C	Plan on New Warehouse
G-B 2017 03 Rev C	Building Elevations
G-B 2017 04 Rev B	General Sections
G-B 2017 06 Rev A	Dock Leveller Details
G-B 2017 01 Rev C	Auto Cad Drawings

## **SECTION 14: SAFETY, HEALTH AND WELFARE ON CONSTRUCTION SITES – MANUAL**

(Refer to the “Safety Manual” which can be accessed from at:  
[http://www.ilo.org/safework/info/instr/WCMS\\_110237/lang--en/index.htm](http://www.ilo.org/safework/info/instr/WCMS_110237/lang--en/index.htm)

Contractor should **not** submit a copy of the **Safety Manual** along with his/her bid

Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the **Safety Manual** duly acknowledged (signed/stamped) upon contract signature