INVITATION TO BID

PAL10-0010981/ Renewable Energy for ALL: Photo Voltaic Cells for Gaza Hospitals

Invitation to Bid No: ITB-PAL-0000049519 - Construction Of Solar Panels To Operate Four Vital Healthcare Units

State of Palestine

Empowered lives.
Resilient nations.

United Nations Development Programme
Programme of Assistance to the Palestinian People
July, 2018

SECTION 1. LETTER OF INVITATION

Jerusalem, 2 July 2018

ITB-PAL-0000049519 - Construction Of Solar Panels To Operate Four Vital Healthcare Units

The United Nations Development Programme/ Programme of Assistance to the Palestinian People (UNDP/PAPP) 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 - Statement of works and special conditions
Section 4 – Documents Establishing the Eligibility and Qualifications of the Bidder
Section 5 – Technical Bid Form
Section 6 –Technical Specifications
Section 7 – Drawings
Section 8 – Price Schedule Form (Bill of Quantities) – Section 8a – Price Breakdown Form
Section 8 a – Price Analysis Form
Section 9 – Bid Submission Form
Section 10 – Forms for Bid Security, Performance Security, and Advanced Payment Guarantee
Section 11 – Form of Contract to be signed, including General Terms and Conditions
Section 12 - Safety and health in construction: An ILO code of practice, and Safety, health and welfare on construction sites: A training manual
Section 13 – Contractor's Sustainability questionnaire
Section 14 – Form of the Financial Capability Situation

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

A pre-bid meeting will take place as per the following schedule:

Pre-bid meeting Date & Time and Location	Site visit info
11 July 2018 at 10 a.m. at UNDP/PAPP Gaza Of	Site visit shall be conducted after the pre-bid meeting

Bidders are advised to attend the pre-bid meeting and site visit (on their own cost and *responsibility*). Arrangements have been made for site visit to be held as per above schedule containing date, time and location. Bidders will be required to sign an attendance form. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an addendum to the bid solicitation.

The pre-bid meeting minutes, and any further enquiries received on or before **13 July 2018**, will be documented and posted on the designated UNDP website on **17 July 2018**. No inquiries will be accepted after **13 July 2018**.

Deadline to receive offers/bids; Bids must be delivered (via Courier or Hand Delivery) to the following address **on or before 12:00 p.m. (Jerusalem time) on 24 July 2018:**

Programme of Assistance to the Palestinian People (UNDP/PAPP)
UNDP/PAPP Office -Gaza
Omar Bin Abed Al Aziz Street
Al Remal Gaza
Tel: 08 2863364

Late bids shall be rejected.

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. Designated Email address for queries regarding this ITB:
Email: proc10.papp@undp.org

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

Yours sincerely,

Khaled Shahwan
Deputy Special Representative
(Operations) - UNDP/PAPP

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 implementation of civil works 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) *"Civil Works"* refers to all types of civil, mechanical, electrical or other engineering services (other than consulting services) as well as the supply of construction materials and equipment.

h) *"Government"* refers to the Government of the country where the civil works and related services provided/rendered specified under the Contract will be 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 Statement of Works 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) *"Statement of Works and Technical Specifications"* refers to the document included in this ITB as Section 3 which describe civil works in sufficient detail to identify the location, nature and any complexities involved and required by UNDP, and other information pertinent to UNDP's receipt and acceptance of the works.

n) *"Services"* refers to the entire scope of tasks related or ancillary to the completion of civil works required by UNDP under the ITB.

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

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.

2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.

3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.

4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)

5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

   5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the *civil works* and related services in this selection process;

   5.2 Were involved in the preparation and/or design of the programme/project related to the *civil works* 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 *civil works* and related services under this ITB; and
   6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

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

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf

B. CONTENTS OF BID

9. Sections of Bid

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

9.1 Bid Submission Cover Letter Form (see ITB Section 9);
9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 4);
9.3 Technical Bid (see prescribed form in ITB Section 5);
9.4 Price Schedule (see prescribed form in ITB Section 8);
9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 10);
9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

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

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

11. Amendment of Bid

11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).

11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

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

13. Language

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

14. Bid Submission Form

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

15. Technical Bid Format and Content

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

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of the *civil works* 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 *Statement of Works* and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specifications and description of the *civil works* 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 *civil works*, goods, and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids :

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

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

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

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

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

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

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 8). It shall list all major cost components associated with the *civil works* and related services, and the detailed breakdown of such costs. All *civil works* 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 *civil works, goods, and services* 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 <u>any</u> of the following:

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

19. Joint Venture, Consortium or Association

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

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

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

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

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

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

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

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

20. Alternative Bid

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

21. Validity Period

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

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

22. Bidder's Conference

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

Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

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

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

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

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

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

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

24. Deadline for Submission of Bid and Late Bids

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

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

25. Withdrawal, Substitution, and Modification of Bid

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of *civil*

works and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

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

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

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

26. Bid Opening

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

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

27. Confidentiality

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

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

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

E. EVALUATION OF BID

28. Preliminary Examination of Bid

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

29. Evaluation of Bid

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

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

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

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

30. Clarification of Bid

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

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

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

31. Responsiveness of Bid

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

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

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

32. Nonconformities, Reparable Errors and Omissions

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

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

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

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

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

F. AWARD OF CONTRACT

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

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

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

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

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

36. Contract Signature

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

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

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

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

39. Vendor Protest

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

Instructions to Bidders

DATA SHEET

The following data for the supply of the civil works 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:	ATLAS PAL10-00109381/ Renewable Energy for ALL: Photo Voltaic Cells for Gaza Hospitals
2		Title of Works Required:	Construction Of Solar Panels To Operate Four Vital Healthcare Units
3		Country:	State of Palestine – Gaza Strip
4		Minimum Qualifying Criteria	All items under this clause must be met as a minimum qualifying criterion: 1) Registered and Classified by the Ministry of Public Works and Housing -national classification committee / Palestinian Contractors Union and holding a valid /active classification certificate(s) **: In Building Works or Electro Mechanical Works: Grade three** 2) The bidder, as a Prime Contractor, has implemented at least **two (2) projects** of a similar nature over the past five (5) years. 3) At least one of the implemented similar projects over the past 5 years should be of a contract value not less than **USD 150,000** 4) Minimum annual business turnover / volume of no less than USD 1,000,000 over the past five (5) years
5	C.13	Language of the Bid:	English
6	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	Not allowed
		Conditions for Submitting Alternative Bid	Shall not be considered
7	C.22	A pre-Bid conference will be held on:	Time: **10 a.m.** Date: **11 July 2018** Venue: UNDP Gaza Office.

			Note: No more than two representatives from each bidder to attend the pre-bid meeting. The pre-bid meeting minutes, and any further enquiries received on or before **13 July 2018**, will be documented/sent to participating bidders on **17 July 2018**. No inquiries will be accepted after **13 July 2018.** The bidders/tenderers should confirm in their bids that they have visited and examined the project site and its surroundings, and obtained for themselves, on their own responsibility, all information which may be necessary for preparing the tender/bid and entering into a contract
8	C.21.1	Period of Bid Validity commencing on the submission date	120 days
9	B.9.5 C.15.4 b)	Bid Security	**Required in the amount of USD 10,000**
10	B.9.5	Acceptable forms of Bid Security	☒ Bank Guarantee (See Section 10 for template) ☒ Any Bank-issued Check / Cashier's Check / Certified Check
11	B.9.5 C.15.4 a)	Validity of Bid Security	**120 days from the last day of Bid submission** Bid Security of unsuccessful Bidders shall be returned within one month from contract signature by successful bidder.
12		Advanced Payment upon signing of contract	Allowed up to a maximum of 20% of contract value
13		Liquidated Damages	Will be imposed under the following conditions: Price / deduction amount per day of unjustified delay: USD 300 / day Max. period of unjustified delay: 30 days Max. deduction of contract price: 10 per cent Next course of action : contract termination
14	F.37	Performance Security	**Required** **Amount :10% of contract value** **Form**: Bank Guarantee (See Section 10 for template) (a) 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; **(b) The Performance Security shall be valid until end of defects liability period (i.e. 12 months**

			after the intended completion date); (i.e valid for the contract duration plus one year) (c) 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 / covering cost of non-performance / breach of contract by the contractor; (d) The Performance Security shall be denominated in the currency of the contract; (e) The Performance Security will be returned to the contractor within 30 days of substantial completion of the contract **and** after receipt of the maintenance guarantee, including any warranty obligation.
		Maintenance Guarantee	**Required** **Amount: 5% of contract value** (a) Within thirty (30) days from the date of Issue of certificate of substantial completion, the UNDP will return to the Supplier the Performance Security after the Contractor furnishes to the UNDP with a **Maintenance Guarantee in an amount equal to (5%)** of the Contract Price to be valid until the end of the one year Warranty Period / defects liability period; (b) If, within 12 months after the works have been put into service, any defects are discovered or arise in the normal course of usage, the contractor shall remedy the defect either by replacement or by repair; (c) If the Contractor fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Contractor , which shall be deducted from due sums against the Maintenance Guarantee.
		Retention money **(N/A)**	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 of the works. 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 as maintenance guarantee until the end of the one year defects liability period. The retained 5% maintenance guarantee can be replaced with maintenance bank guarantee for the same value and until the end of the defects liability period.

15	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.
16	B.10.1	Deadline for submitting requests for clarifications/ questions	**13 July 2018**
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Khaled Shahwan, Deputy Special Representative (Operations) Address: 3 Ya'qubi Street, P.O.Box 51359 Jerusalem 91191 Facsimile: Fax No : 08 282 2021 **E-mail address dedicated for this purpose: proc10.papp@undp.org**
18	B.11.1	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: http://procurement-notices.undp.org/view_notice.cfm?notice_id= 47554
19	D.23.3	No. of copies of Bid that must be submitted	Original: **one (1) hardcopy** Copies: **two (2) soft copies on CD / DVD or one copy on USB flash drive** Submissions must be identical and include all required documents. In the event of any discrepancies, the "original bid" submitted in hard copy shall govern/ prevail.
20	D.23.1 b) D.23.2 D.24	Bid submission address	UNDP/PAPP office UNDP/PAPP Office –Gaza Omar Bin Abed Al Aziz Street Al Remal Gaza Tel: +972 (8) 2863364
21	C.21.1 D.24	**Deadline of Bid Submission**	**Date and Time :** **July 24, 2018 12:00 PM (Jerusalem time)**
22	D.23.2	Manner of Submitting Bid	Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Not applicable
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: **July 24, 2018 12:30 PM (Jerusalem time)** Venue : UNDP/PAPP Gaza office located at Omar Bin Abed Al Aziz Street, Al Remal Gaza 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. Note: No more than two representatives from each bidder to attend the bid opening session.
25		Evaluation method to be used in selecting the most responsive Bid	☒ **Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and** ☒ **Lowest price offer of technically qualified / responsive Bid**
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	• **Bid Security** (**Section 10 for template)** ▪ **Bid Submission Form (Section 9)** ▪ Section 4 – Documents Establishing the Eligibility and Qualifications of the Bidder ▪ Section 5 – Technical Bid Form ▪ **Priced Bill of Quantities (Section 8).** ▪ **Detailed Cost Breakdown using the attached form (Section 8a) and Cash flow:** Bidders shall furnish actual price analysis for all items in the Bill of Quantities. Cash flow diagram shall be submitted upon official request by the UNDP. ▪ Written power of attorney, **authorizing** the signatory of the bid to commit the Bidder; ▪ Company **Profile** ▪ List and value of **projects** performed for the last five (5) years, plus client's contact details who may be contacted for further information on those contracts; ▪ List and value of **on-going projects** with contact details of clients and current percentage of completion for each ongoing project; ▪ Full **data sheets & catalogues** for the equipment/ fixtures/ systems required under the mechanical & electrical works including details on **warranty**; ▪ Statement of Satisfactory **Performance** from the Top (**3**) Clients in terms of Contract Value for the past five (5) years; ▪ List of **Shareholders** and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation; ▪ **Tax** Clearance Certificate issued by the VAT directorate; ▪ Certificate of **Registration** of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation; ▪ Local Government permit to locate and operate in the current location of office ▪ **Financial Capability Situation (Section 14):** Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past [two years of reference] and **Certificate from the Palestinian Monetary Authority** shows the financial capability of the contractor

			▪ All information regarding any past and current **litigation** during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
27		**Other documents that must be Submitted to Establish Eligibility**	**(1) CVs of the Proposed contractor team who** must have legal presence in East Jerusalem throughout the contract validity period: ▪ **One qualified Project engineer: (Full time)** Registered professional engineer civil or structural with at least 7 years' proven experience. The Project engineer must be available fulltime and as long as the contract is binding. ▪ **One Qualified Site Engineer: (Full time):** Registered professional engineer – Electrical Engineer - with at least 5years' proven experience. The Project engineer must be available fulltime and as long as the contract is binding. ▪ **Technical Forman** with seven (5) years' experience (full -time resident position: to be available on site during implementation of the works from start until completion); ▪ Security guard(s) (24 hours - to be available on site during implementation of the works from start until completion). Notes: ▪ The owner(s) and/or General Managers of the contracting company are **not allowed** to fill in any of the above listed key positions, unless a written approval is granted for that purpose by UNDP. ▪ Bidders shall take into account all the costs associated with hiring and assigning all the staff/personnel mentioned herein/above for/on the project according to what is required. CVs for all proposed staff must be submitted. Copies of "confirmation of availability" and CVs should be added to demonstrate that each specialist or engineer is qualified and ready to perform in his/her relevant area of competency. The above listed key personnel are subject to UNDP Approval. The Contractor is encouraged to consider **Gender Equality** when recruiting / assigning his staff on the project. Failure of the potential selected contractor to propose suitable and qualified personnel/staff, will lead to rejection of his/her bid and render his/her offer technically not acceptable.

			Absence of any of the required staff from the project site (during construction works duration : 'the period of time between the date of the construction contract start on site and the date of substantial completion) will entitle and cause UNDP/PAPP to impose financial penalties on the contractor corresponding to the "monthly" pay rates of the hired staff but in no case not less than **USD50/ay**. **(2) Tentative implementation work plan** starting from contract signature to project completion and handover. The workplan must show a list of tasks, durations, and allocated resources (labour and equipment) per task; **(4) Equipment:** For all equipment included in the BoQ, reliable local agent should be operable in the local market for not less than five (5) years and should provide letter of guarantee for the availability of spare parts and After-sales service for minimum ten (10) years following installation, commissioning and acceptance of equipment by UNDP Engineer. Warranty should be provided for a minimum of 12 months following installation, commissioning and acceptance of any equipment and/or systems by UNDP Engineer. Any manufacturer's names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. The original technical catalogues of the proposed equipment (not promotional catalogues) should be enclosed with the bid. Submissions of equipment may include equivalent brands/makes of equal or better quality than those specified in the approved list of manufacturers. However, during the evaluation stage, UNDP has the right to ask the bidder to change any brand/make which does not meet the required quality level. If the contractor fails to change the proposed brand/make as per UNDP' request, while keeping the same quoted price, then UNDP has the right to reject his bid.
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	See point 26 and 27 above
29	C.15.2	Latest Expected date for commencement of Contract	July 2018

30	C.15.2	Maximum Expected duration of contract	**6 (Six) calendar months** from the date of contract signature by the successful bidder and handover of the project site locations (with notice to proceed issued by UNDP).
31		UNDP will award the contract to:	One Bidder only
32	F.34	**Criteria for the Award and Evaluation of Bid**	**Award Criteria** Non-discretionary **"Pass" or "Fail"** rating on the following qualification requirements: **Bid Evaluation Criteria:** 1) Valid registration from Palestinian Contractors Unions, classification In Building works: Grade three. 2) **Detailed Price Analysis using the attached form (Section 8a) and Cash flow:** Bidders shall furnish actual cost breakdown for all items in the Bill of Quantities. Cash flow diagram shall be submitted upon official request by UNDP. 3) The bidder, as a Prime Contractor, has implemented at least two (2) projects of a similar nature over the past five (5) years. 4) Minimum no. of years of experience: 5 years 5) Minimum no. of major **projects** of similar nature and complexity: **two (2) projects of at least USD 150,000 value each**, undertaken over the five (5) years (*work cited should be at least 70 percent complete*); 6) Minimum annual business turnover / volume of no less than USD 1,000,000 over the past five (5) years 7) Quick Ratio (**QR**) of not less than 1.0; bidders may use the form of Balance Sheet to calculate QR; If QR is less than 1, UNDP shall verify financial capacity of the bidder and has the authority to seek references from concerned parties & banks on the bidder' financial standing. UNDP has the right to reject any bid if submitted by a contractor whom the investigation leads to a result that he/she is not financially capable and/or had serious financial problems. 8) Maximum percentage of supply/work that will be **sub-contracted: 30%** of contract value; 9) **Liquid assets and/or credit facilities**, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than **USD 30,000.** Proof via an official bank credit letter (An Official letter

			from bidder's bank certifying the actual approved credit facilities ceiling, and balances of all active accounts within the bank) **shall be provided by any of the bidders only upon UNDP' official request.** 10) **Agreement with the bank – Currency stabilization**
33	E.29	Post qualification Actions	▪ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ▪ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; ▪ Inquiry through credit rating and reporting agencies; **the Successful Bidder shall fully cooperate with a given credit rating and reporting agency, for purpose of obtaining reports on the company's production facilities, financial and management status**; ▪ Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; and, ▪ Testing and sampling of proposed works / goods/ equipment/ fixtures similar to the requirements of UNDP, where available.
34		Conditions for Determining Contract Effectivity	UNDP's receipt of Performance Bond; and, Contractor's signature of the civil works contract.
35	F.35	Right to vary Requirements at the Time of Award	UNDP's Right to Vary Requirements during execution of contract: In the event of approved by the Engineer, variations in the quantities specified in the "Bill of Quantities", the readjustment in the price will be calculated based on the unit price of the bid and no other adjustment is permitted even if variations exceed twenty five percent (25%) of the originally estimated quantities.
36		Other Information	• Alternative & Partial bids are not acceptable. • Joint Venture, Consortium or Association are not allowed under this tender.

SECTION 3a: STATEMENT OF WORK & TECHNICAL SPECIFICATIONS

Project Title:
Construction of Solar panels to operate four vital healthcare units

Scope of work

Inclusive, viable and equitable delivery of sustainable basic and social services, community-based infrastructure, contributing to spatial growth and productivity, economic development, people resilience, and anchored in a sustainable management of national resources.

Intended Impact:

Output 1: Four vital healthcare units are supplied with sustainable source of energy utilizing photovoltaic solar system across the Gaza Strip
Output 2: Energy efficiency in the targeted healthcare units is applied for essential loads to enhance sustainability and cost-efficiency

Specific project components by area:

'The Project will provide a sustainable source of green energy utilizing photovoltaic solar system in four healthcare units in four hospitals across the Gaza Strip. This will enhance the quality of health services provided for the population served by these hospitals. A total of 85 KWp will be provided to these hospitals based on the needs assessment undertaken by JICA for the MoH hospitals in the Gaza Strip. Main activities will be:

- Providing detailed design of the targeted hospitals in cooperation with MoH and PENRA
- Construction of battery rooms on top of targeted hospital for solar system
- Supply and installation of PV panels, batteries, inverters, cables and circuit breakers.
- Commissioning and operation of the solar system.
- In parallel to the installation of the solar systems in the targeted hospitals, the Project will include the application of energy efficiency in the targeted health units. The required essential loads including lighting lux level survey will be carried out to determine the quality of lighting on workspaces in the hospitals' sections. Using LED lamps is more efficient than fluorescent lamps with less power consumption, therefore, old fluorescent lamps will be replaced with new LED lamps.

SECTION 3b: SPECIAL CONDITIONS

Further to the Statement of Works in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfilment of the requirements:

Delivery Term [INCOTERMS 2010]	DAP (Gaza Strip)
Exact Address of Delivery/Installation Location	Emarati Hospital , Najjar Hospital, Al Aqsa Hospital, Beit Hanoun Hospital – Gaza
Mode of Transport Preferred	As applicable
Taxes	This contract is exempted from VAT and all other taxes; as such taxes will not be paid under this contract. In the event that the Contractor fails to acquire the necessary tax clearances from the Tax Department after signing the Contract, UNDP retains the right to encash the full amount of the Contractor's advance payment guarantee and performance guarantee without prior notice, and if necessary terminate the Contract.
Commissioning	UNDP and End user will take care of commissioning
Warranty/Guarantee	The Contractor shall be responsible for the maintenance of the subject works for a period of **(1) one calendar** year effective from the day of issuance of the Certificate of Substantial Completion of the Works.
Liability Insurance	The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of 15% (fifteen percent) 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). Insurance policies **(Contractors' All Risks insurance, public liability insurance - third parties, & Workers' compensation insurance)** should be issued by the awarded contractor subject to the general conditions, terms and conditions of the contract, and as per/ in compliance with the applicable Israeli / local Labor Laws and international standards in this regard. Before contract award, the successful bidder shall provide UNDP/PAPP with the draft insurance policies for review and clearance before official issuance. UNDP reserves the right to ask the successful bidder (and the successful bidder has to comply) for any modifications or additions to the policies terms and conditions that are deemed necessary to provide proper & comprehensive coverage (in terms of Risks and values Covered) to the project. That said, it is essential that the bidder factor in his bid price the cost of issuance of comprehensive insurance policies. The drafting of insurance clauses requires the bidder to "warrant" (or, in other words, guarantee) that it has satisfied all the requirements imposed by the construction contract.
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 the Employer; 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.
Payment Terms	(a) In the case of requesting an advance payment by the Contractor; the UNDP/PAPP shall pay the Contractor an advance payment up to 20% of the contract value upon signature of the contract between UNDP/PAPP and the Contractor and submission of the following documents by the Contractor: ▪ An **irrevocable bank guarantee** for the same value of the advance payment valid for the contract duration plus 30 days after the intended completion date of the project; and, ▪ The required Performance Security as stipulated in this tender. (b) The amount of the advance payment if paid to the contractor shall be subject to a deduction of a **20% (twenty percent)** of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the 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. (c) Payments to the contractors will be according to the submitted cash flow diagram.
Suspension of Work	In case UNDP imposes suspension longer than one (1) month on the project, only the following will be paid for: (1) Security guard for the project if needed; (2) Cost of extension of insurance policy and bank guarantees; and, (3) Salary of the project manager. All project equipment will not be compensated for, as well as any incurring costs related to staff or subcontractors. The maximum period of suspension will not be more than 60 days at maximum. When suspension is released, the Contractor will be allowed seven (7) days for re-mobilization and the period of contract will be extended accordingly.
Important Conditions	(1) The relevant & applicable conditions and instructions, as issued by all relevant local authorities, for such project shall be fully complied with by the awarded contractor, in a timely manner and in full coordination with the UNDP assigned staff; (2) Any related official governmental/municipal/local fees and work permits (not yet mentioned in this tender), as applicable under the local laws in terms of the works, are and remain the sole responsibility of the awarded contractor; except for all direct costs related to the Department of Antiquities, and except for all coordination and obligations that are the sole responsibility of the owner of the buildings listed under this renovation project (i.e. SS003- SS004). (3) The contractor's technical key staff shall be engaged on site on full-time basis and have the sufficient experience and capabilities of carrying out their duties. UNDP will deduct the amount of US$ 50 for each day of the absence of any member of technical staff in the interim payments to the contractor and these discounts are non-refundable. Also deduction shall be made if any of the provided staff are not approved by UNDP. (4) **The contractor understands and agrees that:** • **The works are to be carried out under blockade and possibility of outbreak of hostilities**

	• **UNDP PAPP has no control over such conditions and cannot protect or secure the contractor from such conditions, with the exception of helping coordination of entry of construction materials into Gaza;** • **In carrying out the works, the contractor shall assume the risks associated with such conditions and UNDP PAPP shall have no liability.**
Safety, Health & Welfare Plan	Upon contract award, the awarded contractor should provide, as part of his contractual commitments, a detailed Safety, Health & Welfare plan, being part of the overall program of works, subject to the Engineer approval. **Contractor to bear all the costs** associated with implementation of the said Safety, Health & Welfare plan. The said Safety, Health & Welfare plan shall be based on the following Safety code & manual (being governing documents in this regard and an integral part of this tender) included in section 12 of this ITB **Safety and health in construction: An ILO code of practice -** International Labour Office Geneva (1992 version)" – Section 12 of the ITB **Safety, health and welfare on construction sites: A training manual-** International Labour Office Geneva (1999 version)" – Section 12 of the ITB The above mentioned Safety code & Safety manual shall be an integral part of the tender and contract documents and the contractor is obligated to fully comply with the guidelines, instructions & provisions contained in the said documents, all to the satisfaction of the UNDP Engineer. Important: The contractor shall also implement fully the applicable Safety measures contained in the approved Safety plan during mobilization stage before actual work starts. The detailed Safety, Health & Welfare plan, including Scaffolding/support systems plan (including Safety requirements for scaffolding), shall be prepared and presented by the contractor to the UNDP Engineer for his review and approval before start of the works. The said safely plans and related measures shall be in full compliance with the ILO safety manual, the safety and other related regulations issued by the related authorities, and the relevant parts of the project specifications and tender documents. Please refer to the relevant parts in the subject tender documents for the instructions and conditions related to the safety & security plans and the applicable safety manual and guidelines.
Special Requirements	**1) Miscellaneous** **a) Time Schedule:** The contractor is required to submit a time schedule for the all activities and deliverables of the project as outlined in the Terms of Reference and the sequence of work activities using MS-Project 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. 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.

	b) Schedule of material supply No delays are accepted due to delay in or insufficient material supply for works in the local market. Hence a schedule for material supply is required before starting up activities. 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. **c) Work plan** The contractor has to submit a written work plan that illustrates the methodology to be followed in implementation of the work activities. **d) Samples and catalogues:** The contractor has to 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: *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. *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. **e) Cash – Flow:** The contractor has to submit a cumulative cash flow chart (S-curve) expected during implementation. Updates should be carried out on regular basis to adapt the actual expenditure on the project. **f) Monthly reports and photographs.** The contractor has to 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) Closures of borders.** The closure of borders is expected risk and the contractor has to assure proper storage of materials such that to keep work activities going smoothly without interruptions. No financial claims will be accounted in case of any closure is taking place. **h) Contract documents:** All tender documents stipulated in the ITB should be 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 has to 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. **3) DRAWINGS:** a) The contractor has to 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) As-Built Drawings:

The contractor is responsible to submit as-built drawings (in PDF and AutoCAD formats) before the preliminary handing over in two hard copies A3 size and two CD's. They should show all details (architectural, structural, mechanical, and electrical along with services routes, trenches, manholes, and levels ...etc)

In case the contractor fails to deliver the As-built drawings as required and to the satisfaction of the UNDP engineer, then UNDP shall deduct the sum of USD 5,000 from the dues of the contractor.

5) The contractor shall construct all mock-ups and provide samples as specified and as required in the contract documents at his own cost and expense.

6) 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 acknowledge the engineer in case of omission, discrepancy or mistakes in the tender documents in the tendering stage and price according to the engineer's answer.

7) INSPECTION OF SITE:

The contractor is deemed to have visited and investigated the site and identified all site conditions in terms of ground nature, accessibility to site, availability of services like water & electricity and all factors affecting execution of work activities before submitting his offer. All such factors are deemed to be taken into consideration while pricing.

8) 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.

9) 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.

10) SITE MEETINGS:

Periodical site meetings will be carried out and the contractor or duly authorized delegate should attend the meetings.

11) TESTING:

The contractor at his own expenses shall provide any test as requested by the Engineer for any materials supplied, installed, or stored in the site according to the stipulated tests in the general specifications. The contractor has to secure devices and equipment that are necessary to test sanitary and electrical works as requested by the Engineer.

12) SPECIFICATIONS:

Specifications are the approved American, Britain, and Palestinian Specifications or as indicated in the TOR. 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.

13) 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) Quantities

i) Net measurements of quantities as executed or erected in place will be used in the project ignoring losses and overlapping parts.
ii) Quantities are based on actual measurements on site.
iii) The contractor shall reveal attachments and supporting documents for all finished quantities with each payment to the Engineer for review.
iv) The quantities in the Bill of Quantity are only an estimate. Actual quantities will be measured on site and approved by the engineer.
v) The contractor should inform the owner or his representative about any increase in quantities prior to execution in a written form. In case of extra quantities are executed without informing the owner or the Engineer and obtaining approval on the implementation it will not be accounted in the quantities.

c) Pricing:

i) Description of items: The contractor is deemed that he understood all items within the bill of quantities and that he included all required expenses for permanent or temporary activities and components inclusive but not limited to overhead, profit, fees for services, materials, samples, losses in materials, equipment,...etc, to achieve and maintain the works in first grade quality and in the correct form. No claims will be accepted for comprehensiveness in pricing.
ii) The contractor shall not include price of item in another one. All prices of items should be adequate to execute the relevant task individually.
iii) The cost of any item in the B.O.Q. shall include all prices of raw material, workmanship cost, profits, and all direct and indirect implicated costs of the implementation of the project.
iv) Any un-priced item in the B.O.Q. is eventually included in the other items and the contractor has not the right neither to price it later nor to cancel it.
v) The contractor is deemed to base his price according to proper breakdown of cost. Hence, he is required to submit such price analysis/breakdown within his offer. Any unrealistic rates or prices is subject to negotiation by UNDP officer and if the contractor don't agree on adjusting to reasonable rates, his offer may be rejected as non-responsive.

vi) **The unit rates shouldn't 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.

vii) 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.

viii) The contractor has to submit valid income and VAT tax clearance issued by the Ministry of finance along with the tender.

d) Electrical and mechanical manufacturing lists are an integral part of the tender documentations and are directly related to

14) Fuel and electricity for testing and commissioning shall be provided as requ the construction contract documents. Cost of electricity, water, fuel and th specifically needed and to the extent necessary during an uninterruptable and commissioning period, shall be paid by the contractor without reservatio

15) In case of a variation order, overhead and profit combined percentage/r should not exceed 20%, subject to negotiations and the price breal submitted by the bidder.

16) PROJECT SIGN BOARDS:

e) The contractor has to supply and install two project sign boards. They will be made up of painted steel sheet 200cmX300cm including galvanized steel pipes 3" in diameter to hold the sign and fixed in place by concrete footings 50 cm x50 cm x60 cm before the start-up of work activities. All information and logos that have to be included on the board will be provided by the engineer during the mobilization period.

f) The contractor will supply and fix Italian Qarara marble sign 140cm x 120cm x 3cm. All information and logos that have to be included on the sign will be provided by the engineer before the initial handing over of the project.

17) Assistance To The Engineer

a) The Contractor shall give such assistance and supply such labor as may be required by the Engineer in connection with the contract when required.

b) Such labour to be hired and employed by the Contractor, but shall operate and perform their duties under the direction of the Engineer's Representative.

18) Temporary installations during implementation

All these facilities implemented before the start of project works and be at the expenses of the contractor and by the fall of the construction cost and the total after the expiration of the term of the project. In case of any delaying by the contractor in establishing of such buildings or any part thereof and removal of thereof, the Engineer's Representative and Employer have a right to establish the remainder and removal thereof at the end of the project and reduce the amounts disbursed from the account of the contractor without any objection to the action or cost.

19) Warehouses

The contractor shall establish stores and warehouses to store all the building materials, especially cement and ensure the conditions necessary for the protection of stored materials from damage caused by exposure to influences.

Various Additional & Important Sp Conditions:	**1)** A detailed Safety, Health & Welfare plan, including Scaffolding/support systems plan (including Safety requirements for scaffolding), shall be prepared and presented by the contractor to the UNDP Engineer for his review and approval before start of the works. The said safely plans and related measures shall be in full compliance with the ILO safety manual, the safety and other related regulations issued by the related authorities, and the relevant parts of the project specifications and tender documents. Please refer to the relevant parts in the subject tender documents for the instructions and conditions related to the safety & security plans and the applicable safety manual and guidelines. **2)** Any related official governmental/municipal/local fees and work permits, as applicable under the local laws in terms of the works, are and remain the sole responsibility of the contractor. Contractor should therefore inquire on, and take into account in his bid, such possible applicable fees given the context of this project. **3)** Detailed shop drawings as directed and requested by the UNDP Engineer and as required in the projects specifications shall be prepared and given to the UNDP Engineer for his review and approval before and during implementation of the works. **4)** Provision of Electricity and water for the project activities is and remains the sole responsibility of the awarded contractor. **5)** The tentative works activities plan requested in the tender shall show the phased works schedule and at the same time show bidder's ability to finish the works within fifteen (15) calendar months from the contract start date. **6) OFFICES FOR THE ENGINEER'S REPRESENTATIVE** c) The Contractor shall provide suitable site offices for the use of the Engineer and his assistants, throughout the period of construction. The site offices shall be constructed in a location approved by the Engineer during the mobilization period. The offices shall be of fixed or mobile type and shall have walls, ceiling and partitions lined with "Masonite" boards or similar material. All rooms shall have glazed windows complete with fly screens. Adequate fitted hardware, electrical switches, sockets, lighting, and plumbing fittings, sanitary ware etc., shall be provided as necessary for the different areas of the office. d) Any delaying in furnishing the offices during mobilization period; will result in cutting off **200 $ per each delayed** day from the contractor's dues. e) The contractor shall prepare all needed access roads to and through the site on his own expenses and according to instruction of Engineer. f) The site offices shall be equipped, serviced and maintained in a clean, weather proof and sanitary condition. g) The electrical installation shall provide for simultaneous use of all electrical appliances. h) The main office must be equipped with Air Condition at least 12000BTU. i) The Contractor shall arrange for a temporary power supply to the offices and provide and maintain adequate standby diesel generator. All electricity bills shall be paid by the Contractor. j) The Contractor may either arrange for a temporary main water supply or alternatively provide tanker water supply. k) Throughout the duration of the Contract, the Contractor shall ensure an uninterrupted supply of water and electricity to the offices.

l) The offices shall be completed and all the equipment provided by the commencement of the permanent works.
m) The Contractor shall provide all items listed in the attached Schedules.
n) The Contractor shall be responsible for the security of the office building and its contents at all times, cover all the operation and maintenance costs for the equipment provided and shall employ watchmen for this purpose.
o) The office building shall become the property of the Contractor after the completion of the works.
p) All offices furniture shall remain the property of the Contractor and will be returned to the contractor after the completion of the works.
q) The office shall be equipped with internet connection

SCHEDULE OF THE ENGINEER'S OFFICES

Room No	Description
1	Engineer office #
2	Sample Room
3	Meeting room
4	Toilet with all supplies
5	Small kitchenette with all necessary tools and supplies

SCHEDULE OF Furniture (& Janitor)

The furniture required under this contract for the site offices indicated in the schedule of offices shall be to the Engineer's approval and are as follows (after the project handing over, all assets to be the property of the contractor):

Item	Description	Quantity
A	Desk with two locking drawers and steel chair	1
B	Chair	6
C	Meeting Table1.0x2.0m	1
D	Samples cupboard	1
E	• LAPTOP • One A4 and one A3 laser black and white printers	1 1
F	• All the office stationary as per engineer's instruction during all the project period	LS
G	• Janitor/office boy under the instructions of supervisor engineer at all times.	1

The costs for the above items shall be included in the contractor's unit prices.

Offices of the contractor

The form and dimensions that is appropriate with the contractor's requirements. The offices shall be installed / built before starting of work on the project.

SECTION 4: DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE BIDDER

Bidder Information Form[1]

Date: *[insert date (as day, month and year] of Bid Submission*]
ITB No.: *[insert number of bidding process]*

Page _____of _____ pages

<table>
<tr><td colspan="3">1. Bidder's Legal Name [insert Bidder's legal name]</td></tr>
<tr><td colspan="3">2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]</td></tr>
<tr><td colspan="3">3. Actual or intended Country/ies of Registration/Operation: [insert actual or intended Country of Registration]</td></tr>
<tr><td colspan="3">4. Year of Registration in its Location: [insert Bidder's year of registration]</td></tr>
<tr><td>5. Countries of Operation</td><td>6. No. of staff in each Country</td><td>7.Years of Operation in each Country</td></tr>
<tr><td colspan="3">8. Legal Address/es in Country/ies of Registration/Operation:[insert Bidder's legal address in country of registration]</td></tr>
<tr><td colspan="3">9. Value and Description of Top three (3) Biggest Contract for the past five (5) years</td></tr>
<tr><td colspan="3">10. Latest Credit Rating (Score and Source, if any)</td></tr>
<tr><td colspan="3">11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.</td></tr>
<tr><td colspan="3">12. Bidder's Authorized Representative Information

Name: [insert Authorized Representative's name]
Address: [insert Authorized Representative's Address]
Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]
Email Address: [insert Authorized Representative's email address]</td></tr>
<tr><td colspan="3">13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? ☐ YES or ☐ NO</td></tr>
<tr><td colspan="3">14. Attached are copies of original documents of:

☐ All eligibility document requirements listed in the Data Sheet
☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.</td></tr>
</table>

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

Joint Venture Partner Information Form (if Registered)[2]

Date: *[insert date (as day, month and year) of Bid Submission*]
ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

<table>
<tr><td colspan="3">1. Bidder's Legal Name: [insert Bidder's legal name]</td></tr>
<tr><td colspan="3">2. JV's Party legal name: [insert JV's Party legal name]</td></tr>
<tr><td colspan="3">3. JV's Party Country of Registration: [insert JV's Party country of registration]</td></tr>
<tr><td colspan="3">4. Year of Registration: [insert Party's year of registration]</td></tr>
<tr><td>5. Countries of Operation</td><td>6. No. of staff in each Country</td><td>7.Years of Operation in each Country</td></tr>
<tr><td colspan="3">8. Legal Address/es in Country/ies of Registration/Operation: [insert Party's legal address in country of registration]</td></tr>
<tr><td colspan="3">9. Value and Description of Top three (3) Biggest Contract for the past five (5) years</td></tr>
<tr><td colspan="3">10. Latest Credit Rating (if any) :Click here to enter text.</td></tr>
<tr><td colspan="3">1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.</td></tr>
<tr><td colspan="3">13. JV's Party Authorized Representative Information

Name: [insert name of JV's Party authorized representative]
Address: [insert address of JV's Party authorized representative]
Telephone/Fax numbers: [insert telephone/fax numbers of JV's Party authorized representative]
Email Address: [insert email address of JV's Party authorized representative]</td></tr>
<tr><td colspan="3">14. Attached are copies of original documents of: [check the box(es) of the attached original documents]

☐ All eligibility document requirements listed in the Data Sheet
☐ Articles of Incorporation or Registration of firm named in 2.
☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.</td></tr>
</table>

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

SECTION 5: TECHNICAL BID FORM

INSERT TITLE OF THE ITB

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

(i)

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

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

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

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

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

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

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

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

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

Item No.	Description/ Specification of *civil works*	Source/ Manufacturer	Country of Origin	Qty	Quality Certificate/ Export Licences, etc. (indicate all that applies and if attached)

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

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

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

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

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

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

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

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

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

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

(ii) SECTION 3: PERSONNEL

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

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

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

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: *Highlight experience in the region and on similar projects.*		
Relevant Experience (From most recent):		
Period: From – To	**Name of activity/ Project/ funding organisation, if applicable:**	**Job Title and Activities undertaken/Description of actual role performed:**
e.g. June 2010-January 2011		
Etc.		
Etc.		
References (minimum of 3):	*Name* *Designation* *Organization* *Contact Information – Address; Phone; Email; etc.*	

Declaration:

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to m disqualification, before or during my engagement.

_____

_____

Signature of the Nominated Team Leader/Member Date Signed

SECTION 6: TECHNICAL SPECIFICATIONS

(ATTACHED)

Contractor should not submit a copy of the Technical Specifications along with his offer Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the Technical Specifications duly acknowledged (signed/stamped) upon contract signature

SECTION 7: DRAWINGS

(attached)

Contractor should **not** submit a copy of the **DRAWINGS** along with his offer/bid

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

Note: The drawings shall be printed on a good quality plotting paper with proper size as to allow clear and easy reading

SECTION 8: PRICE SCHEDULE FORM (BILL OF QUANTITIES)

Attached in Two (2) Files
File 1: Excel Format
File 2: PDF Format

Electronic Bill formats in Excel is attached. Electronic format bills of quantities (BoQ) must be used by tenderers to price their bills of quantities. Bidder shall submit Bills both electronically and in hard copy signed format. In case of any discrepancy between the soft and the hard copies, the hard copy shall prevail.

UNDP/PAPP, during evaluation stage, shall ensure that the content of said bills of quantities is unaltered and that it remains identical to that of the original bills of quantities. In case of any discrepancy between the priced BoQ submitted by the bidder and the original bills of quantities, as posted by UNDP online, then the original version shall prevail. In case of any alteration (change, addition, modification or deletion) in the original BoQ, **then this shall cause rejection of the bid**.

Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the real local market prices at the time of bids preparation. In case of Unbalanced pricing (i.e. despite an acceptable total evaluated price, the price of one or more BoQ line items is significantly over or understated), UNDP reserves the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable **Risk to UNDP.**

Important: Any manufacturer's names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products / equipment meet or exceed the quality of the specifications required for any item.

SECTION 8a: PRICE ANALYSIS FORM

Attached

SECTION 9: BID SUBMISSION FORM[3]

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

Insert: Location
Insert: Date

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

We, the undersigned, hereby offer to supply the *civil works* and related services required for the **Renovation Works of Buildings in Sultan Suleiman Street** in accordance with your Invitation to Bid dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that :

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

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

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

We undertake, if our Bid is accepted, to initiate the supply of *civil works* 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 10
FORM FOR BID SECURITY

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

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....

FORM FOR PERFORMANCE SECURITY

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

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

WHEREAS [*name and address of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. Click to enter dated Click to enter , to deliver the *civil works* 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 .....

FORM FOR ADVANCED PAYMENT GUARANTEE

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

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

Beneficiary: _____ *[Name and Address of UNDP]*

Date: _____ ++++++++++++++

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*)[4] 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 *civil works* and related services under the Contract.

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

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

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

_____
[signature(s)]

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

[4] *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: GENERAL CONDITIONS OF CONTRACT FOR CIVIL WORKS & FORM OF CONTRACT

(Attached)

(Refer to the "general conditions" and "form of contract" which are available on the UNDP/PAPP designated web site at:

http://www.ps.undp.org/content/papp/en/home/operations/procurement.html**)**

Contractor should **not** submit a copy of the **General Conditions & form of contract** along with his offer/bid

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

SECTION 12:

Safety and Health in Construction: An ILO code of practice

and

Safety, health and welfare on construction sites: A training manual

---

(Attached)

Both of the above documents are available online at the UNDP/PAPP designated web site at:

http://www.ps.undp.org/content/papp/en/home/operations/procurement.html

Contractor should **not** submit a copy of the above two referenced documents along with his/her bid. Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the above referenced code of practice & training manual, duly acknowledged (signed/stamped) upon contract signature.

SECTION 13: Criteria for Sustainable Procurement

Contractor's Sustainability questionnaire

	Questions	Yes	No
1	Do you have in place a documented environmental management system? Is it certified by ISO14001?		
2	Does your company have a formal sustainability/environmental policy?		
3	Are you a member of the UN Global Compact?		
4	Do you have in place a documented system to manage workplace and labor practices? If yes, please state whether it is SA 8000 certified?		
5	Do you have a company policy specifically address gender inequalities, such as a special promotion policy for the female workforce and managers? Do you have maternity and paternity leaves? Do you take into consideration flexible working arrangements within your company?		
6	Do you use or intend to use renewable energy sources in support of this contract?		
7	Do you have a recycling programme for your company?		
8	Have you established publicly available sustainability purchasing guidelines for your direct suppliers that address issues such as environmental compliance, employment practices, and product/ingredient safety?		
9	Have you obtained 3rd party certifications for your products, such as for instance EU Ecolabel, Energy Star, Nordic Swan etc.?		
10	Do you invest in community development activities in the markets you source from or operate within?		
11	Has your organization started to monitor its carbon emissions in order to set reduction targets or objectives? If so, have you obtained an ISO 14064 certification?		
12	Can you confirm that your company has never been successfully prosecuted for infringement of environmental legislation in the past three years?		
13	Are raw materials used in the product or production sourced from legal and sustainably managed sources?		
14	Does your organization maintain records of potential environmental hazards and have mitigation strategies and systems in place to reduce environmental hazards such as carcinogens, irritants? Do you have a record how the chemicals in your products relate to the classification of chemicals in REACH legislation?		
15	Is the packaging of your products produced without the use of PVC containing plastics?		
16	Is the packaging made of recycled or recyclable materials?		
	Documentary proof of statements must be available upon request.		

Section 14: Form of the Financial Capability Situation

Company's Legal Name: *[insert full name]*

Date: [*insert day, month, year*]

Summarize actual assets and liabilities in US dollars equivalent for the previous most recent three years:

Financial information in USD	**Historic information for previous 3 years USD**		
	2015	2016	2017
Information from Balance Sheet			
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Inventory (IN)			
Cash and cash equivalents			
Accounts Receivables (AR)			
Current Liabilities (CL)			
Information from Income Statement			
Annual Turnover			
Profits Before Taxes (PBT)			
Quick Ratio (QR)i, calculated as QR=(Cash + AR) / CL			