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INVITATION TO BID

Design and Construction of a Fit Out for the Centre for Excellence in Information Technology at University of Papua New Guinea

ITB No.: ITB/PNG-003-18

Project: Strengthening the Centre for Excellence in Information Technology at University of Papua New Guinea

Country: Papua New Guinea

Issued on: 11 September 2018

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SECTION 1. LETTER OF INVITATION

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

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation
Section 2: Instruction to Bidders
Section 3: Bid Data Sheet (BDS)
Section 4: Evaluation Criteria
Section 5: Schedule of Requirements and Technical Specifications
Section 6: Returnable Bidding Forms
- Form A: Bid Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Bid
- Form F: Price Schedule
- Form G: Form of Bid Security
- Form H: Form of Performance Security

Annex A: Single Architectural Drawing

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to procurement.pg@undp.org , indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Issued by:
Name: Tirnesh Prasad
Title: Operations Manager
Date: **September 11, 2018**

Approved by:
Name: Tracy Vienings
Title: Deputy Resident Representative
Date: **September 11, 2018**

SECTION 2. INSTRUCTION TO BIDDERS

GENERAL PROVISIONS	
1. Introduction	1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d 1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB. 1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website. 1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
2. Fraud & Corruption, Gifts and Hospitality	2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti 2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. 2.3 In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. 2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf
3. Eligibility	3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

4. Conflict of Interests	4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. 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: a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists. 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure. 4.4 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
B. PREPARATION OF BIDS	
5. General Considerations	5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid. 5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.
6. Cost of Preparation of Bid	6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language	7.1 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 BDS.
8. Documents Comprising the Bid	8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: a) Documents Establishing the Eligibility and Qualifications of the Bidder;

	b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Bid Format and Content	10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB. 10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified. 10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS. 10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11. Price Schedule	11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB. 11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12. Bid Security	12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid. 12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected. 12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid. 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS. 12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions: a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison

	of all Bids: a) 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 Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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 the member entities comprising the joint venture. 14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP. 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid. 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP. 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between: a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. 14.6 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 JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials 14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Bid	15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture. 15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any 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 some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive. 16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Bid Validity Period	17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid. 17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid. 17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
18. Clarification of Bid (from the Bidders)	18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received. 18.2 UNDP will provide the responses to clarifications through the method specified in the BDS. 18.3 UNDP shall endeavour to provide 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 Bids, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Bids	19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders. 19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid. 20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"

21. Pre-Bid Conference	21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. 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 disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.
C. SUBMISSION AND OPENING OF BIDS	
22. Submission	22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS. 22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid. 22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows: a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall: i. Bear the name of the Bidder; ii. Be addressed to UNDP as specified in the BDS; and iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.
Email and eTendering submissions	22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows: a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS. 22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/

23. Deadline for Submission of Bids and Late Bids	23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP 23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.
24. Withdrawal, Substitution, and Modification of Bids	24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission. 24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, 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, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION" 24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos. 24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. 25.2 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 submissions, in which case, the Bid shall be returned unopened to the Bidders. 25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION OF BIDS	
26. Confidentiality	26.1 Information relating to the examination, evaluation, and comparison of Bids, 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. 26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Bids	27.1 UNDP will conduct the evaluation solely on the basis of the Bids received. 27.2 Evaluation of Bids shall be undertaken in the following steps: a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) a) Evaluation of Technical Bids b) Evaluation of prices

	Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary
28. Preliminary Examination	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria). 29.2 In general terms, vendors that meet the following criteria may be considered qualified: a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	30.1 The evaluation team shall review and evaluate the Technical 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 BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
31. Due diligence	31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; 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 with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid. 32.2 UNDP's request for clarification and the response shall be in writing and 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 Bids, in accordance with the ITB. 32.3 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 Bids.
33. Responsiveness of Bid	33.1 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, specifications and other requirements of the ITB without material deviation, reservation, or omission. 33.2 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.
34. Nonconformities, Reparable Errors and Omissions	34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation. 34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, 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. 34.3 For the bids that have passed the preliminary examination, UNDP shall check and 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. 34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Bids	35.1 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. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 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.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths

		and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1	At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or 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.
39. Contract Signature	39.1	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 to do so may 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 Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1	A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1	Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1	If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1	Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
45. Vendor Protest	45.1	UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html

46. Other Provisions	46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence. 46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence. 46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer

SECTION 3. BID DATA SHEET

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Pre-bid conference and site visit will be held. Detailed information below: Time: 12.30pm (Port Moresby Time) Date: 18th September 2018 Venue: Level 1 of the old student union building, University of Papua New Guinea The UNDP focal point for the arrangements is: Andrew Duggin Address: University of Papua New Guinea, Port Moresby. Papua New Guinea. Telephone: (675) 73032495 E-mail: andrew.duggin@rpsgroup.com.au CC: procurement.pg@undp.org Senior staff (maximum 2 staff per organisation) from the bidders' organisation may attend. Attendance is not mandatory for this pre-proposal meeting on site, but optional.
5	16	Bid Validity Period	90 days
6	13	Bid Security	Required

			Required in the amount of USD10,000 Acceptable Forms of Bid Security ▪ Bank Guarantee (See Form G for template)
7	41	Advanced Payment upon signing of contract	Allowed up to a maximum of 10% of contract value to meet mobilization cost
8	42	Liquidated Damages	Will be imposed under the following conditions: In accordance with Clause 45 of the General Conditions, the liquidated damages for delay shall be 1% percent of the actual Contract Price per week up to a maximum of 10% of the final price of the Contract. Once the delay reaches to the maximum limit (10%), UNDP may consider termination of the Contract
9	40	Performance Security	Required: 10% of total contract value in the form of; a. Bank guarantee OR Certified Cheque issued by a reputable bank (shall be in accordance with Form included in the Invitation to Bid (Section H) b. Should be submitted within 15 days upon issuance of letter of intent/contract. c. The proceeds of the Performance Security shall be payable to UNDP as a compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract. d. The Performance Security shall be denominated in the currency of the contract valid for a period of 12 months to cover defect liability period. e. If, within 12 months after the substantial completion of services , any defects are discovered or arise in the normal course of usage, the Contractor shall remedy the defect either by replacement or by repair. f. Upon successfully completion of Defect Liability period of 12 months and upon issuance of completion certificate, UNDP will return the Performance Security to the bidder. Please refer to general terms and conditions clause 47.1
10	12	Currency of Bid	Papua New Guinea Kina (Local Currency)
11	31	Deadline for submitting requests for clarifications/ questions	2 days before the submission deadline

12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Tirnesh Prasad Address: UNDP Port Moresby, Papua New Guinea E-mail address: procurement.pg@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	As indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone. Bidders should avoid attempting to register and upload just prior to the deadline as UNDP shall not be held responsible for congestion or delays in transmission. It is the Bidder's responsibility to ensure bids uploaded before the deadline.
14	22	Allowable Manner of Submitting Bids	☒ e-Tendering Bids may be submitted on or before the deadline indicated by UNDP in the e-tendering system.
15	22	Bid Submission Address	Bids must be submitted in the online e-tendering system in the following link: https://etendering.partneragencies.org using your username and password. If you have not registered in the system before, you can register now by logging in using: Username: event.guest Password: why2change and follow the registration steps as specified in the e-tendering instruction manual or use this link to access e-tendering instruction manual: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/
16	22	Electronic submission (email or eTendering) requirements	▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 10MB ▪ Documents which are required in original (e.g. Bid Security, Performances Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: The Resident Representative C/-UNDP, Level 14, Kina Haus, Douglas Street, Port Moresby

			Papua New Guinea. Attention: Tirnesh Prasad/ Steven Paissat
17	25	Date, time and venue for the opening of bid	Date and Time: September 27, 2018 10:00 AM In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest price offer of technically qualified/responsive Bid
19		Expected date for commencement of Contract	*October 15, 2018*
20		Maximum expected duration of contract	4 months
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Civil Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/dam/undp/library/corporate/Procurement/english/6.%20UNDP%20General%20Conditions%20of%20Contract%20for%20Civil%20Works.doc
24		Other Information Related to the ITB	*1.* **Award Criteria** ☒ Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Statement of Works (SOW) ☒ Compliance on the following qualification requirements: **Bid Evaluation Criteria** ☒ Minimum no. of similar project undertaken *[2];* ☒ Minimum no. of years of experience in similar contracts: [2]; ☒ Minimum annual turnover of US$500,000 for the past 3 years. ☒ Warranty on furniture's and services for a minimum period of 3 years ☒ ☒ Appropriateness of the Implementation Timetable to Project Schedule; ☒ Qualification of the Team Leader to directly coordinate with UNDP - *minimum 4 years of experience in relevant field;* ☒ Qualification of all other personnel to be assigned to the contract - *minimum 2 years of experience in relevant field*

			☒ Full compliant to other criteria as outlined in the Technical Requirements; *2. Conditions for Determining Contract Effectivity* *☒ UNDP's Handover of Site to Contractor;* *☒ Contract signature of the civil works by both UNDP and Contractor.* *☒ UNDP receipt of Performance Guarantee equal to 10% of the contract value;* *☒ UNDP shall issue payments to the contractor according to an agreed payment modality based on progress of the works as per the following details;* **Item / Description / Milestone** Monthly progress payment of actual executed works based on the contracted BOQ unit rates. 3. UNDP shall pay the Contractor a fixed contract price. Option 1 of the Civil Works contract.

SECTION 4. EVALUATION CRITERIA

Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security (if required) submitted as per ITB requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer ▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder ▪ Export/Import Licenses, if applicable	Form B: Bidder Information Form
QUALIFICATION		
History of Non-Performing Contracts[1]	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

[1] Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the

Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 2 years of relevant experience.	Form D: Qualification Form
	Minimum 2 contracts of similar value, nature and complexity implemented over the last 5 years. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).*	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD500,000 for the last 3 years. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).*	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).*	Form D: Qualification Form
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable) Comparison with budget/internal estimates.	Form F: Price Schedule Form

dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

SECTION 5A: STATEMENT OF WORK (SOW)

Design and Construction of a Fit Out for the Centre for Excellence in Information Technology at University of Papua New Guinea

GENERAL

A Memorandum of Understanding between government of India and Papua New Guinea for establishing a Centre of Excellence in Information Center (CEIT) at UPNG has been agreed between the two governments. UNDP are the nominated executing agency for the project under this agreement.

Aim of the project is to set up a modern training facility in Information Center (IT) with latest IT hardware / software and supply latest course material and reference books and to utilize CEIT for implementation of distance learning in the area of ICT. It will be at level one (L1) of the existing student union building at UPNG.

The government of India, through its technical partner CDAC, shall provide a cooperation package that involves the creation of IT infrastructure and supply of coursework and reference books; deployment of CDAC's e-learning and language learning software, training of trainers from PNG at CDAC in India, deputation of CDAC's experts at the proposed CEIT at UPNG for project management and centre coordination.

The Government of PNG, though its agency for this project UNDP is required under the MOU (amongst other things) to **Refurbish, including building services, furniture, connectivity (phone, fax, internet), stabilised power with backup, water, air conditioning at the existing space at L1 of the student union building at UPNG.**

The proposed layout of the CEIT is as shown in the single architectural drawing (Annex A) developed by UPNG in consultation with the donor and stakeholders. The final design should largely match this architectural arrangement, but a minor degree of stakeholder consultation will occur with the design team involved with the contractor. Note the proposed design closely matches the existing fit out. The plan is to replace all internal (and possibly external) partition walls, but that depends on the budget and the contractors proposal and value for money proposition and proposed concept design through the tender period.

The condition of the existing fit out is poor, and ideally UPNG and stakeholders are seeking to have the entire area rebuilt with new partitions, windows and services. Undertake construction of the fit out and completion prior to End of January 2019.

PURPOSE OF THE CONTRACT

The purpose of the contract is to engage a Principal Contractor to complete the works (namely the design development and refurbishment of a fit out space (approx. 600m2), including new services to the office. A preliminary concept design and performance specification has been completed and is included as part of this document) as identified in this document and the tender documentation, including the performance specification and drawings provided in the tender package.

Program

The construction work is to be completed by mid-January 2019.

Architectural Schedule of Areas (approximate):

General space requirements are as follows:

- Lab / Class room 1 – 60m2
- Lab / Class room 2 – 60m2
- Lecture room – 60m2
- Server room and UPS room – 20m2
- Staff room – 30m2
- Centre director office 20m2
- Reception and counselling – 40m2
- Finance and Administration – 10m2
- Stores – 50m2
- Café – 100m2
- Library and reading Room – 100m2

The existing fitout area is approximately 550m2. Staff proposed for the facility include one deputy director, a course facilitator, 6 faculty staff, a counsellor, a support engineer, a support staff, a receptionist and one finance and administrator.

Other General Facility requirements to consider in concept and scheme design by the Contractor:

General / Builders Works

The fit out project will result in practically the same architectural arrangement to the existing space on site, with an improvement in building services and upgrade of the partitions and finishes. Some of the existing partitions are to be retained for budget and program reasons. As a general principal, the contractor is to retain existing primary structure / colulmns, all block partition walls and windows that are set into blockwork walls. The design should be a good value, robust, durable and low maintenance

outcome that is suitable to the UPNG context.

- Demolition of old timber partitions and building services where required. the following table represents what items are to be retained and what are to be preserved in the renovation:

Demolish / Replace	Preserve
Existing timber partitions and partitions that are in poor condition (practically all), including doors and windows inset into these partitions	All primary structure
Existing building services generally.	Existing backbone electrical infrastructure where suitable (eg DBs)
Bathrooms, Server room and kitchen	Existing blockwork walls and security bars.
Existing louvres and replace with suitable alternative system	Existing glass and aluminium window frames when in good / reasonable condition.
Existing finishes, floor, wall and ceiling coverings where required, and painting.	

For further recommendations about what items should be retained / replaced, refer sketch drawing.

- Construction of (ideally new) partitions and all internal finishes, painting and ceilings to the new CEIT largely in line with the UPNG sketch design and functional requirements of the facility described herein. Contractors should adopt a robust / value for money approach that is suited to the environment, that will be durable over time, low maintenance expenditure and meets requirements of stakeholders and provides a modern facility suitable for UPNG in the long term.
- Suitable doors / hardware and design for physical security suited to the setting.
- Windows to allow natural light to exterior, suitably screened for security.
- Sheet and paint all interior walls, seal gaps and penetrations for internal acoustic attenuation
- New glazed partitions where required by the preliminary design.
- Review existing window security grilles and upgrade where necessary.

- Complete refurbishment of the toilet (WC) facilities including tiling, floor finishes, fixtures, fittings and equipment.
- Remove and replace existing kitchen joinery with a purpose built unit, contractor to design and shop-draw the solution.
- Supply and install all other joinery require by the preliminary design or brief.
- Consider replacement of existing floor finishes, retain or repair if possible.
- Assess and potentially repaint all interior ceiling surfaces.
- Installation of all signage as required by the preliminary design, also review and potentially relocate exterior signage.
- All construction cleans and final cleaning just before final occupancy

Furniture and Fit Out

- Furniture for the office tables, chairs, storage cabinets, shelves. Price separately.
- Provision of new audio visual equipment and drop-down projector screen within the meeting room, also provide horizontal A/V cabling as required – VGA & HDMI connectivity is required.
- Provide all new furniture in accordance with the Preliminary Architectural Design including:

  i Workstations and task chairs

  ii All loose furniture, including meeting room tables
  iii Pinboards and whiteboards.
- Replacement of all other fittings and equipment as required by the preliminary design.

Electrical Services

- Review power supply arrangements to site and inspect existing backup generation and determine update requirements. CDAC require availability of a minimum 60kVa diesel generator for power backup to the server, desktop, other periphals and air conditioners in CEIT with separate 3 phase power panels.
- Electrical wiring and sockets for required current rating to connect computers and other equipment in the CEIT. Electrical wiring and 3 pin sockets will be put up by the contractor.
- Electrician for testing and commissioning.
- Availability of power cabling from main power panel to UPS input with cable size of minimum 50mm2 4 run (copper flexible)
- Availability of earth pits required for UPS and server rack grounding at the site. These will be interconnected but the same grid will not join the building earth at any point.

- Availability of circuit breaker for UPS and server room with minimum 32 amps 3 phase.
- Provide communications and data cables and outlets throughout the facility to service all offices and areas, with consideration for the function of the facility and input from stakeholders including CDAC during the design period. Installation of all communications cabling, providing at least two (2) RJ45 CAT6 data outlets to every workstation, office and service area within the Program Office. This is a minimum and CDAC may require additional.
- Assess and make safe all electrical services including any required upgrades to electrical distribution boards.
- Review existing overhead lighting and consider replacement with LED luminaries or economic durable alternative.
- Review and reconfigure the electrical services layout, providing at least four (4) Australian general power outlets (GPOs) to every workstation, office and service area within the Program Office, plus additional capacity for ad hoc activities.
- Review communications and electrical cable reticulation and management, conceal cabling within walls where possible (currently installed within surface mounted ducting).

Mechanical Services

- Design and deliver mechanical cooling/ventilation within the communications room to cool active ICT infrastructure contained therein (details to be advised by CDAC).
- Split system air conditioning is suggested for the proposed design for budget reasons, but contractors may propose a suitable system here that fits within the budget.

Fit Out Fire Services:

- As required by building code for this fit out.
- Review the existing fire safety services installation and upgrade where necessary to meet minimum requirements including:

  i smoke detectors
  ii fire extinguishers or fire blankets
  iii exit signage, and
  iv egress requirements.

Hydraulic:

As required to service

EXECUTION

The contract shall be between UNDP and the successful Tenderer. The works will be completed as per the Contract and scope of work outlined in this tender document. The Contractor shall execute the works as described in this tender document and associated documentation, in accordance with the specifications and drawings, and the terms and Conditions of the Contract.

GENERAL SCOPE OF WORK

The Contractor will be required to provide design services for all works, to be in accordance with this document and generally in line with preliminary drawings provided as part of the tender package, then complete the works in accordance with the detailed technical specification and drawings documentation, as approved by the Superintendent and client.

The general scope of works under this contract includes, but is not limited to:

- Design development and construction services for the site, including all services (hydraulic, electrical, fire and mechanical), new partitions in accordance the design and performance specification and with general adherence to the design guidelines provided herein. Construction includes:
    - Construction of an office space for the CEIT largely in agreement with existing design / arrangement.
    - Construction of the office refurbishment and installation of new building services.
    - Construction of these areas are in UPNGs operational environment and will need to be programmed around UPNG operations in consultation with the superintendent. Note the builder will have almost exclusive access to L1 during construction however. Coordination with IT fitout by CDAC towards the end of the project will be required.
    - Detailed design and documentation for construction and the supply and construction of all other items as noted in the existing design package
    - Testing, commissioning, certification and hand over of the works.

The contractor will be engaged for the entire project but there will be a gated process of approvals before moving between stages. The two main stages of the development are:

1. Design and Approval, if required.
2. Construction

The construction stage planning, procurement and development by the contractor can only commence by instruction of the contract manager and upon any approval of the building authorities if deemed necessary.

Scope of Works continued:

- Demolition and removal of existing partitions where required, and debris as required and only upon instruction of the superintendent. The existing space is currently being used by UPNG.
- Produce documents illustrating all necessary construction details of the facility
- To engage directly with and manage all services provided by sub-contractors to complete the Works. Management, coordination and payment of consultant designers and sub-contractors will be the responsibility of the Contractor.
- Identify if any existing asbestos or hazardous materials are part of the existing fit out and advise the project manager or superintendent accordingly before proceeding with any work.
- Locate all existing services on site, including removing or preserving as documented, and upgrading as required. This will be the responsibility of the contractor.
- Seeking and gaining of building board approvals for all works if required under local legislation, including an occupancy certificate if required.
- Engagement, management and coordination of any subcontractor/s required to undertake the works.
- Liaise and coordinate work with consultants, the client, other contractors working on site and the Superintendent as required.
- Provide the client with planned construction methodology and materials in the tender submission, as well as all samples and shop drawings required before construction of any particular element affected by that sample or submission. This must demonstrate compliance with the detailed drawings and specifications and intent generally.
- Undertake the works as defined in the contract scope of works and performance design documentation.
- Attend site meetings as required by the Superintendent.
- Ensure no alcohol, radios, pets or inappropriate language are permitted to be used or brought on site by the Contractor and/or Sub-Contractor.
- Carry out works in a safe manner, in accordance with the relevant PNG codes and legislation.
- Protect any existing services and works that are in or on the site and not required to be upgraded in the scope of works, and allow making good to existing services and works if required.
- Attend to existing services as follows:
    I. If the service is to be continued, repair, divert or relocate.
    II. If the service crosses the line of a required trench, or will lose support when the trench is excavated, provide permanent support for the existing service.
    III. If the service is to be abandoned, remove redundant parts, and make safe.

- Ancillary works as shown, described or inferred from the performance specification and drawings.
- Contractor shall be responsible for the design and building to achieve compliance with all documented standards and is required to provide certification of compliance at agreed client hold points. In the event that there is no standard specified in the performance specification, the works should be designed to meet all relevant PNG codes, standards and legislation, or the relevant international Standard or code, whichever is the higher standard or as approved by the Superintendent.
- Provide all materials, fittings and fixtures as documented, which shall be new and in as new condition at the time of Practical Completion.
- Complete all required testing, commissioning and certifications required. Provide copies of all commissioning and test results, along with certificates, to the Superintendent.
- Attend all inspections by UNDP at the end of the project.
- Note: where a project fails to pass final inspection or certification as a direct result of the contractor, that party will be responsible to pay for any re-inspection fees including consultant, site and travel allowances.
- Manage and rectify defects promptly during the 12 month defects liability period (DLP).
- Finalize any outstanding contract obligations within one month of the expiration of the DLP.
- Provide complete hand over manuals, including 'As constructed' documentation, along with maintenance requirements, manufacturers specifications, warranties, all guarantees and all certifications at the completion of the project.
- Other works as documented or inferred from those documents.

The scope of the Upgrade Works is to be determined on the basis of the design drawings provided, discussion with client and the stakeholder, the design brief, the indicative budget and the proposal by the building contractor with a balanced consideration for value for money and quality. The concept for the facility is provided in the accompanying drawings.

DESIGN CONSULTANTS

The Contractor will liaise with UNDP throughout the design and documentation process to ensure that UNDP's functional requirements are incorporated into the design documentation. The Contractor shall allow for progressive reviews of the Design documentation including (but not limited to) a 50% and 90% design completion review and prior to issue of any "For Construction" designs. The contractor will need to consider selection of design consultants so that requirements of the NCDC Provincial authorities requirements are met.

STANDARD OF WORKMANSHIP

The Contractor shall execute the works in accordance with the scope of works and associated

documentation, and all applicable PNG and Australian Building Regulations, Codes and Standards.

The Contractor is responsible for the detailed design (and approvals as documented further below), and changes to the design are required to be notified in writing to the Superintendent (at all times, including during construction), who shall provide further direction about the construction to be followed. Variations shall not be considered that are assessed as defaults or omissions of the Contractor (including acts by design sub-consultants employed by the contractor). The Contractor is required to provide an appropriate level of high quality finish for the project, to the satisfaction of the Superintendent. Sound quality assurance systems and procedures must be implemented throughout the project to ensure the required standard of finish is achieved.

CONSTRUCTION MANAGEMENT PLAN

A Construction Management Plan that details the proposed methodology for the project will be required at some point. This draft plan will be part of the tender evaluation and will be further developed upon award of contract and will require the approval of the superintendent prior to works commencing. The construction management plan must include the following information:

Resourcing for the project:

- Organizational structure of all management staff proposed for the project, highlighting the critical management staff and the main point of contact within the Contractors organization
- Resumes for all management staff
- Proposed project team hierarchy of nominated sub-contractors/sub-consultants and respective areas of responsibility for the works

Construction Methodology:

- Proposed methodology for construction
- Sequence of works and time required (refer to construction program and provide details of major work activities), generally in accordance with the draft construction program.
- Work Method Statements (WMS) – provide sample WMS showing coordination of activities to enable the works to be carried out with disruption to the tenants
- Identification of hazardous materials (including asbestos), as well as treatment methodology of those materials
- Measures for the reduction of noise, dust and air pollution

Construction Program:

- Provide a single page Gantt chart, in accordance with the draft construction program, that details the sequence of works and time required for all tasks:
    - Include the design of the works
    - Include time required to mobilize on site
    - Include all construction activities through to hand over and completion of defects
    - Identify the critical path for the project

Site Management Plan:

- Materials delivery, handling and storage on site
- Security measures to be implemented throughout the project site
- Management of erosion/sediment control

Safety Management Plan:

- Nominated OHS representative for the project and or nominated Safety Officer on the site
- Provide details of the Contractors internal safety policies and procedures
- Proposed safety measures to protect nearby tenants during construction
- Emergency and evacuation procedures to be implemented on site
- Handling and storage of hazardous materials
- Safe Work Method Statements (SWMS) – provide sample SWMS

OCCUPATIONAL HEALTH AND SAFETY & SAFETY PLAN

All works are to be conducted in accordance with the current PNG Occupational Health and Safety legislation. The Contractor shall provide a Safety Management Plan within their Construction Management Plan which includes Safe Works Method Statements (SWMS's) for any high risk works.

The contractor is to ensure the safety of all workers and visitors on site, including holding a stock of spare protective equipment (helmets, high visibility vests and hearing protection etc.) for visitors. The contractor is also responsible for carrying out including daily safety briefs to workmen. The contractor shall also document all safety issues, including incident reports, within the working areas and access to those areas, copies of which shall be provided to the Superintendent within suitable timeframes (within 24 hours where possible).

TEMPORARY POWER, SITE SHEDS AND ABLUTIONS

Temporary power connection, storage, contractor site office and site staff facilities must be provided by the Contractor, as required, to complete the contracted works. There are also no ablutions on site and those must be provided by the contractor, at an adequate ratio for human resources to facilities provided. This facility must be kept in good condition and cleaned regularly. Tenderers should also

allow for all other temporary works as shown in the documentation or inferred from those documents.

NUISANCE MINIMIZATION

Dust, noise and other potential hazards shall be minimized through appropriate use and application of construction management plans and shall comply with local authority and legislative requirements.

The contractors shall also be responsible for ensuring minimized nuisance and disruptions to the nearby tenants and to keep clear all access points leading to properties adjacent to work site.

SITE SAFETY AND PUBLIC PROTECTION

The Contractor shall provide appropriate safety and protection barriers in accordance with health and safety legislation and good practice to ensure the protection of staff, users and contractors during construction. The Contractor shall not use the site for any other purpose than the execution of the works.

The works will be undertaken in close proximity to operations at UPNG and the safety of those tenants must also be considered, and appropriate measures taken to ensure their safety. The Contractor is required to provide notice to the Superintendent in advance of service isolations. Notice should be given 5 days in advance of the work commencing and only on receipt of approval from the superintendent. Permits to work will be required for hot works or hazardous activities, which can only commence on receipt of approval.
The Contractor is responsible for the security of their occupied parts of the site and their equipment, up until achievement of Practical Completion.

CONSULTATION

UNDP will appoint Superintendent for the project, which will be notified to selected bidder. The Contractor, pursuant to the terms and conditions of the contract, will be expected to liaise with the Superintendent for all contractual issues. The contractor must nominate a site manager who will be based on site during the works, who will also be required to liaise with the nearby tenants on a daily basis to coordinate the works to ensure minimal effect on the local community.

PRICING

The tenderer shall include a Guaranteed maximum price for the design of the required works, along with costs (preferably lump sum, rates where appropriate) to design and construct the fit out and associated services, including all site works, services works and any other works documented or inferred from those documents.

REPORTING

A Project Team meeting shall be held twice monthly with the Contractor, Superintendent, Building Facilities Managers, tenant representatives and other relevant parties. The Superintendent may call unscheduled or special meetings at their discretion. The Contractor's representative shall prepare a monthly status report addressing OH&S, program, cost, procurement, samples, quality, environmental, design adjustments required, and other key issues identified in the Construction

Management Plan, in an agreed format. The monthly report shall be prepared and submitted to the Superintendent for review no later than 5 business days prior to the last day of each month.

CLEANING

The contractor shall diligently complete the Works including the following items: Clean and remove all surplus building materials, rubbish and dirt.

- Clean all surfaces, including carpeted areas, glass (both sides), tiles, resilient and natural or chromed metal finishes.
- Wet scrub and remove dust within the facility ready for tenant use.
- Ensure all external pavements are free from dirt and stains.
- Structural steel to be free from all excessive dust.
- External façade and walls and office façade to be washed down.

INSPECTION AND TESTING

The contractor shall test and commission all of the works, and certify that the works have been carried out in accordance with the design and specifications and have also met the requirements of the documented Australian and PNG Building Regulations, Codes, Standards and Guidelines, or the manufacturers recommendations.

The contractor shall be responsible for obtaining and providing to the Superintendent all necessary certifications for the use of the facility for its intended purpose as accommodation, and will be required to utilize an independent testing company where required, and to arrange for the Principal's (or a representative) attendance at the appropriate tests, to be organized a minimum of 5 days in advance.

HANDOVER DOCUMENTS

Practical Completion of the works package shall be subject to the provision of handover materials in the form of a manual. The drawings shall be compiled as an A3 loose-leaf document shall each include an electronic copy provided to the Principal. The contract shall submit five (5) hard copies of the manual, and one electronic copy. The manuals shall include but are not limited to the following:

- As-built drawings and block plans, including services in those areas.
- Testing, commissioning, inspection and certification documents.
- Warranties.
- Certificates.
- Manufacturers details and specifications for all installed items.

The Contractor shall provide to the Superintendent all relevant warranties and manufacturer supplied operation and maintenance manuals for all items required as detailed in the Specifications, Drawings and Contract documentation, and as are supplied with all items. The contractor shall also update

architectural drawings to be "as built" drawings depicting all builders works completed under the design and specifications. Prior to practical completion, the Contractor shall provide training to UNDPs nominated Facility Manager on how to use all systems, plant and equipment in the building, at a time and date agreed with the Superintendent.
The contractor will pass on to the client, all product warranties and guarantees and the like they receive from their suppliers. The contractor will guarantee workmanship in accordance with the defect liability period specified in the contract.

Please refer to the Specifications for further information regarding the requirements for the operation and maintenance manuals.

DEFECTS LIABILITY PERIOD

A Defects Liability Period (DLP) of 12 months will commence from the date of Substantial Completion. The Contractor is required to attend an inspection in conjunction with the Practical Completion Meeting, with the Superintendent and/or an UNDP representative to identify all defects. The Contractor shall provide a report of all defects prior to practical completion, and is required to rectify all defects noted by the Superintendent or their own report in a timely manner during the DLP.

The Contractor is required to attend an inspection of all works with the Project Manager and/or an UNDP representative four (4) weeks prior to the expiration of the DLP to identify any defects or incomplete works which must be rectified prior to the expiration of the DLP.

WORKING HOURS

General working hours are to be within a typical working day, generally between the hours of 7.30am and 5.00pm, Monday to Friday and between 8am and 12pm on Saturdays. Works that will result in disruptive noise levels must commence after 8.00am. Any working hours outside of these times are to be proposed by the Contractor for review and approval by the Superintendent.

LICENSES AND INSURANCES

The Contractor is to ensure that all appropriate licenses and relative insurances, as detailed in the Contract and under associated legislation, are established and maintained, including but not limited to the following:

- Public Liability insurance of PGK10,000,000
- Professional Indemnity insurance a minimum of PGK1,000,000
- IRC Certificate of Compliance
- Workers compensation insurance
- Documentation evidencing that the principal contractor is a registered construction company in PNG for the purposes of carrying out the works as contracted
- Sub-contractor registrations, licenses and insurances as required

Evidence of the above including certificates of currency and copies of licenses will be required prior to awarding the Contract.

LATENT CONDITIONS

The Contractor is responsible for examining the project site and undertaking appropriate investigations. The Contractor's contract sum is deemed to have included the cost associated with all latent conditions that could have reasonably have been uncovered in such an investigation.

STATUTORY REQUIREMENTS

The Contractor shall be responsible for obtaining all statutory approvals required for the project, including but not limited to:

- Building Board approvals;
- Structural adequacy certification;
- All applicable services approvals (water, power, sewage and fire) as required;
- Occupation certification as required.

The contractor shall also be responsible for certifying that the works when completed comply with all relevant Standards, Codes and local authority requirements, and shall provide "as constructed drawings" along with those certificates.

CARE OF WORK AND REINSTATEMENT OF DAMAGE

All services must be located prior to commencing works on site. Any damage caused by the Contractor to the site, adjoining sites, roads or to services to other adjacent/affected sites must be rectified quickly and paid for by the Contractor. Temporary services must be provided and paid for by the Contractor whilst rectification works are being carried out.

Unless existing services provide a guaranteed functionality of a minimum 40 year service life they are to be removed from site and new provided as required.

The contractor shall provide a photographic and written dilapidation report of the site and adjoining sites to the Superintendent prior to commencing works. Inspections shall also be undertaken with the Superintendent and owners of adjoining properties of high risk items.

SUBSTITUTION OF SPECIFIED PRODUCTS & MATERIALS

The tender submission must be based on the products and materials detailed in the provided specifications and drawings. Substitution for equal or equivalent products is not acceptable.

SHOP DRAWINGS

The Contractor shall submit shop drawings (as part of the detailed design package where appropriate) to the Superintendent, in accordance with the specifications, for the following trades and items of work where applicable, including but not limited to:

- Mechanical Services
- Electrical Services
- Joinery
- Details of kitchens and bathrooms.

Plus, any other relevant shop drawings to be produced for the project.

Annex A - Single Architectural Drawing

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	☐
▪ Form B: Bidder Information Form	☐
▪ Form C: Joint Venture/Consortium/ Association Information Form	☐
▪ Form D: Qualification Form	☐
▪ Form E: Format of Technical Bid	☐
▪ From G: Form of Bid Security	☐
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	☐

Price Schedule:

▪ Form F: Price Schedule Form	☐

Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;

b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;

c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;

d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);

e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;

f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name: _____

Title: _____

Date: _____

Signature: _____

[*Stamp with official stamp of the Bidder*]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	☐ Yes ☐ No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	☐ Yes ☐ No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) *(If yes, provide a Copy of the valid Certificate):*	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? *(If yes, provide a Copy of the valid Certificate):*	[Complete]
Does your Company have a written Statement of its Environmental Policy? *(If yes, provide a Copy)*	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may contact for requests for clarifications during Bid evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	▪ Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured

	▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	**Name of Partner and contact information** *(address, telephone numbers, fax numbers, e-mail address)*	**Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed**
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture ***OR*** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

☐Non-performing contracts did not occur during the last 3 years			
☐ Contract(s) not performed in the last 3 years			
Year	**Non- performed portion of contract**	**Contract Identification**	**Total Contract Amount** (current value in US$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

☐ No litigation history for the last 3 years			
☐ Litigation History as indicated below			
Year of dispute	**Amount in dispute** (in US$)	**Contract Identification**	**Total Contract Amount** (current value in US$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Financial Standing

Annual Turnover for the last 3 years	Year USD Year USD Year USD
Latest Credit Rating (if any), indicate the source	

Financial information (in US$ equivalent)	**Historic information for the last 3 years**		
	Year 1	Year 2	Year 3

	Information from Balance Sheet		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Information from Income Statement		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

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

a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
b) Historic financial statements must be audited by a certified public accountant;
c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

1.1 Company profile, generally demonstrating organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).

1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.

1.3 Quality assurance procedures and risk mitigation measures.

1.4 Organization's commitment to sustainability.

SECTION 2: Management Structure, key resources and personnel, Scope and Approach:

This section should demonstrate the Bidder's responsiveness to the design brief and clients requirements by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

2.1 A detailed description of the scope of works proposed by the contractor, demonstrating how it fits into the project budget, and how it provides value for money for the donor and beneficiaries, keeping in mind the appropriateness to local conditions and project environment. Products, materials, building services systems proposals should all be outlined in this key section of the submission.

2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.

2.3 A Gantt Chart or Project Schedule indicating a basic sequence of activities that will be undertaken and their corresponding timing.

SECTION 3: Management Structure and Key Personnel

3.1 Describe the overall management approach toward planning and implementing the project to deliver a quality outcome within the budget constraints. Include an organization chart for the management of the project describing the key consultants and subcontractors used and key personnel, their relationship of key positions and designations.

3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	*[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]*
	[Insert]
Professional certifications	*[Provide details of professional certifications relevant to the scope of goods and/or services]*
	▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	*[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]*
	[Insert]
References	*[Provide names, addresses, phone and email contact information for two (2) references]*
	Reference 1: [Insert] Reference 2: [Insert]

Note: The technical bid should include the following information/attachments:

1. 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. 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.
3. Availability of Equipment: Provide details of all equipment that is essential to undertake the proposed

works;

4. Availability of Engineering Expertise and Personnel (pls. specify requirements for CVs – if same as from PQ then list again)
5. 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.
6. Method of Statement: Proposed methodology and approach to undertake the works; (if applicable)
7. 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.
8. 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.

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

_____ _____

Signature of Personnel Date (Day/Month/Year)

FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

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

Price Structure

1) The rates shall be used for the price analyses and evaluation purposes or any other requirements, shall be fixed and firm for the duration of the contract and shall be inclusive of all facilities, office running cost, communication, transportation, company overheads …. etc.
2) For any type of work, material, equipment, tool, fitting … etc. required for the scope of work, the contractor must follow the engineer's instructions with getting his approval in advance. The contractor's failure to achieve that shall cause rejecting the work, material, equipment, tool, fitting … etc.
3) All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes.
4) The unit prices and quantities shall be used for the price analyses and evaluation purposes or any other requirements during the project implementation and shall be fixed and firm for the duration of the contract and any claim for price adjustment will not be entertained. The prices shall be inclusive of all facilities, office running cost, communication, transportation, and company overheads …. etc.
5) Bidders are expected to submit realistic prices. Any gross deviations from the prevailing market prices or unethical manipulations to take advantage of the ITB system may cause the bidder to be disqualified.
6) UNDP has the right to increase or decrease for any item quantity or minor modifications to the structures for the same unit price in the BOQ or to omit any item / structure considered not necessary without any compensation to the contractor.
7) All the items are complete with supply, installing, testing, commissioning & training inclusive manpower, workmanship, materials, accessories and all requirements.
8) The bidder has to fill the unit rates in the excel sheet for all categories (i.e. architectural, electrical, mechanical, plumbing, signage, landscaping … etc.).
9) The bidder has to sign and stamp every page.
10) The excel sheets are formulated, so the bidder has to fill only the unit rates without changing any other cells inside the excel sheets.

Currency of the Bid: PGK

Price Schedule

		CEIT at UPNG		
Stage	**Item**		**Qty**	**Cost**
Stage1	1.	Design Services & Building Approvals	1	PGK
Stage 2	2.	Construction preliminaries	1	PGK
	3.	Demolition	1	PGK
	4.	New Partition walls (or refurbishment of existing) – provide further breakdown as required	1	PGK
	5.	Blockwork	1	
	6.	Doors and door hardware	1	PGK
	7.	Security Cages / Bars etc	1	
	8.	Aluminum and glazing	1	PGK
	9.	Sanitary hardware	1	PGK
	10.	Tiling	1	PGK
	11.	Floor coverings other	1	PGK
	12.	Painting	1	PGK
	13.	Carpentry and Joinery	1	PGK
	14.	Sanitary hardware	1	PGK
	15.	Electrical services (provide separate detailed breakdown from proposal from electrical services subcontractor detailing all allowances as required by brief, internal and external lighting, DBs, other services)	1	PGK
	16.	Mechanical services (provide separate detailed breakdown)	1	PGK
	17.	Hydraulic Services	1	PGK
	18.	Fire Services	1	PGK
	19.	Office builders works (provide separate breakdown)	1	PGK
	20.	Furniture and workstations and other FF&E – provide breakdown as required.	1	
	21.	Electrical Power infrastructure as required by design brief	1	
	22.	Other items as contractor sees fit	1	
	23.	**PROVISIONAL SUMS**		

			PGK
	All other Works (provide separate list)	1	PGK
	Total Guaranteed Maximum Price	1	PGK

Note: Stage 2 can only commence and be activated until after stage 1 is successfully completed.

Schedule of Rates

Contractor required to fill out the following list (and provide further details / rates as deemed appropriate):

Item Rates (extend as required)	**Units**	**Rate used for tendering**
1.		PGK
2.		PGK
3.		PGK
4.		PGK
5.		PGK
6.		PGK
7.		PGK
8.		PGK
9.		PGK
10.		PGK
11.		PGK
12.		PGK

I/we submit the following items have been **excluded** from this tender submission:

If nothing stated, the tender is deemed to have NIL exclusions.

.....

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.....

.....

The following items are clarifications / caveats / assumptions notes made for principals consideration

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.....

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.....

.....

Fixed Lump Sum Tender Price (excluding GST)	PGK
(Lump Sum price in words)	
GST	PGK
(GST in words)	

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

FORM G: Form of Bid Security

Bid Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.

To: UNDP

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated to execute goods and/or services [Insert Title of Goods and/or Services] (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 if 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 Bids;
c) Fails to comply with UNDP's variation of requirement, as per ITB instructions; 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 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 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 without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

FORM H: Form for Performance Security2

(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 goods and execute related services Click here to enter text. (hereinafter called "the Contract"):

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

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

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

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....

[2] *If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template*