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# INVITATION TO BID

## **Procurement of Solar Array (Supply, Install, Test and Commission of Grid-connected photovoltaic power system) for JAIP in Jericho**

ITB No.: ITB-PAL-0000052413-1

Project: PAL 10-00102699: Jericho Agro-Industrial Park (JAIP) Solar Array

Country: State of Palestine

Issued on: 5 November 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: Statement of Works/Scope of Supply, Technical Specifications, and Drawings, and other related requirements
- 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 (Bill of Quantities)
  - Form G: Form of Bid Security

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

Pre-bid meeting Date & Time	Pre-bid meeting Address	Site visit info
<b>12 November 2018 at 11:00 A.M.</b>	Meeting point at the JAIP Administration building in Jericho (Jericho Agro-Industrial Park) Mahmoud Darwish St, Jericho, Palestine  For directions to the meeting site, please call mobile # <b>0599256700</b>	A Site visit / inspection shall follow / be conducted in parallel with the pre-bid meeting convened on site.

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

The pre-bid meeting minutes, and any further enquiries received on or before **14 November 2018**, will be documented and posted on the designated UNDP website on **16 November 2018**. No inquiries will be accepted after **14 November 2018**.

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.

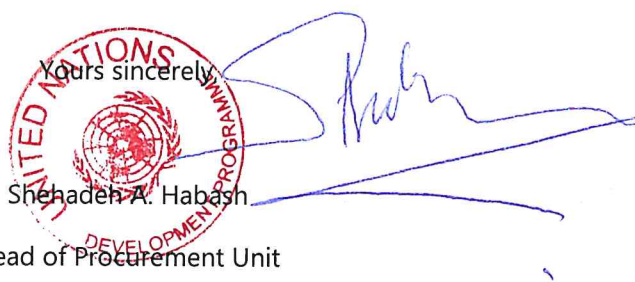
Please acknowledge receipt of this ITB by sending an email to **proc9.papp@undp.org**, indicating whether you intend to submit a Bid or otherwise. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Yours sincerely,  
Shehaden A. Habash

Head of Procurement Unit

UNDP/PAPP

A red circular stamp of the United Nations Development Programme (UNDP) is positioned over the signature. The stamp features the UNDP logo in the center, with the words "UNITED NATIONS" at the top and "DEVELOPMENT PROGRAMME" at the bottom. A blue ink signature is written over the stamp.

## SECTION 2. INSTRUCTION TO BIDDERS

GENERAL PROVISIONS	
1. Introduction	<p>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 <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a></p> <p>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.</p> <p>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.</p> <p>1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (<a href="http://www.ungm.org">www.ungm.org</a>). 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.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>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 <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></p> <p>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.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(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;</p> <p>(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.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a></p>
3. Eligibility	<p>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.</p> <p>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</p>

	meet the eligibility requirements as established by UNDP.
<b>4. Conflict of Interests</b>	<p>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:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <p>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.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> <li>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</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>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.</p>

## **B. PREPARATION OF BIDS**

<b>5. General Considerations</b>	<p>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.</p> <p>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.</p>
<b>6. Cost of Preparation of Bid</b>	<p>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.</p>
<b>7. Language</b>	<p>7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder</p>

	and UNDP, shall be written in the language (s) specified in the BDS.
<b>8. Documents Comprising the Bid</b>	<p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	<p>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.</p>
<b>10. Technical Bid Format and Content</b>	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<b>11. Price Schedule</b>	<p>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.</p> <p>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.</p>
<b>12. Bid Security</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p>

	<ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ul style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>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.</li> </ul> </li> </ul>
<b>13. Currencies</b>	<p>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:</p> <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul>
<b>14. Joint Venture, Consortium or Association</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>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</p>

	<p>themselves in their presentation of their individual credentials</p> <p>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.</p>
<b>15. Only One Bid</b>	<p>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.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>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;</li> <li>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.</li> </ul>
<b>16. Bid Validity Period</b>	<p>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.</p> <p>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.</p>
<b>17. Extension of Bid Validity Period</b>	<p>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.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>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.</p>
<b>18. Clarification of Bid (from the Bidders)</b>	<p>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.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>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.</p>

19. Amendment of Bids	<p>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.</p> <p>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.</p>
20. Alternative Bids	<p>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.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
21. Pre-Bid Conference	<p>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.</p>

### C. SUBMISSION AND OPENING OF BIDS

22. Submission	<p>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.</p> <p>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.</p> <p>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.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>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.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening</li> </ol>

	<p>as specified in the BDS.</p> <p>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.</p>
<b>Email and eTendering submissions</b>	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> <li>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.</li> </ul> <p>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:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a></p>
<b>23. Deadline for Submission of Bids and Late Bids</b>	<p>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</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<p>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.</p> <p>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"</p> <p>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.</p> <p>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.</p>
<b>25. Bid Opening</b>	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>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.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic</p>

	notification once the Bid is opened.
<b>D. EVALUATION OF BIDS</b>	
<b>26. Confidentiality</b>	<p>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.</p> <p>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.</p>
<b>27. Evaluation of Bids</b>	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> </ul> <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
<b>28. Preliminary Examination</b>	<p>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.</p>
<b>29. Evaluation of Eligibility and Qualification</b>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>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;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
<b>30. Evaluation of Technical Bid and prices</b>	<p>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</p>

	related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
<b>31. Due diligence</b>	<p>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:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
<b>32. Clarification of Bids</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. Responsiveness of Bid</b>	<p>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.</p> <p>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.</p>
<b>34. Nonconformities, Repairable Errors and Omissions</b>	<p>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.</p> <p>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.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line item total that</li> </ul>

	<p>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;</p> <p>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</p> <p>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.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
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## 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 <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
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 <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> 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.
<b>42. Bank Guarantee for Advanced Payment</b>	<p>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 <a href="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&amp;action=default">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&amp;action=default</a></p>
<b>43. Liquidated Damages</b>	<p>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.</p>
<b>44. Payment Provisions</b>	<p>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.</p>
<b>45. Vendor Protest</b>	<p>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: <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a></p>
<b>46. Other Provisions</b>	<p>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.</p> <p>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.</p> <p>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 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p>

## SECTION 3. BID DATA SHEET

The following data for the goods and/or services and/or works 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	<p>Shall not be considered</p> <p><b>Bidders can propose and quote for one equipment/material option only per respective item. However, in case of more than one option is submitted for a given item, <u>the lowest priced option</u> will only be considered in the evaluation process.</b></p>
4	21	Pre-Bid conference	<p><b>Will be Conducted</b></p> <p>Time: 11:00 a.m. (Jerusalem time)</p> <p>Date : November 12, 2018 11:00 AM</p> <p>Venue : Administration building in Jericho (Jericho Agro-Industrial Park)</p> <p>The UNDP focal point for the arrangement is:</p> <p>The Procurement Analyst</p> <p>Telephone: +972-2-626-8200</p> <p>E-mail: proc9.papp@undp.org</p>
5	16	Bid Validity Period	90 days
6	13	Bid Security	<p><b>Required</b></p> <p>Amount: <b>USD 50,000 valid for 90 days</b></p> <p>Form: Section 8 – Form for Bid Security</p> <p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> <li>▪ Bank Guarantee (See Section 8 for template)</li> <li>▪ Certified Bank-issued Check</li> </ul>
7	41	Advanced Payment upon signing	Allowed up to a maximum of 20% of contract value

		of contract	the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents referenced in this IB
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.1% Max. Number of days of delay 30, after which UNDP may terminate the contract.
9	40	Performance Security	<p><b>Required in the amount of 10% of resulting contract price in the form of a Bank Guarantee (please see the relevant template)</b></p> <p>(a) Within 7 calendar days of receipt of the letter of Intent, and before contract signature, the successful Bidder shall furnish a Performance Security to UNDP in the amount of 10% of the contract Value;</p> <p>(b) The Performance Security shall be valid until end of defects liability period (i.e. 12 months after the intended completion date); (i.e valid for the contract duration plus one year)</p> <p>(c) The proceeds of the Performance Security shall be payable to the UNDP as a compensation for any loss resulting from the Contractors' failure to complete its obligations under the contract / covering cost of non-performance / breach of contract by the contractor;</p> <p>(d) The Performance Security shall be denominated in the currency of the contract;</p> <p>(e) The Performance Security will be returned to the contractor within 30 days of substantial completion of the contract and after receipt of the maintenance guarantee, including any warranty obligation.</p>
		Maintenance Guarantee	<p><b>Required in the amount of 5% of resulting contract price in the form of a Bank Guarantee</b></p> <p>(a) Within thirty (30) days from the date of Issue of certificate of substantial completion, the UNDP will return to the Supplier the Performance Security after the Contractor furnishes to the UNDP with a Maintenance Guarantee in an amount equal to (5%) of the Contract Price to be valid until the end of the one year Warranty Period / defects liability period;</p> <p>(b) If, within 12 months after the works have been put into service, any defects are discovered or arise in the normal course of usage, the contractor shall remedy the defect either by replacement or by repair;</p> <p>(c) If the Contractor fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Contractor, which shall be deducted from due sums against the Maintenance Guarantee.</p>
10	12	Currency of Bid	United States Dollar

11	31	Deadline for submitting requests for clarifications/ questions	14 November 2018
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: the Procurement Analyst Address: UNDP / PAPP, 3 Ya'qubi Street, P.O. Box 51359 Jerusalem 91191 Fax No: 02-6268222 E-mail address: proc9.papp@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email and Posting on the website:  <a href="http://procurement-notices.undp.org/view_notice.cfm?notice_id=50877">http://procurement-notices.undp.org/view_notice.cfm?notice_id=50877</a>
14	23	Deadline for Submission	<b>26 November 2018 at 12:00 P.M. (noon) Jerusalem time</b>
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> Courier / Hand Delivery
15	22	Bid Submission Address	United Nations Development Programme (UNDP / PAPP) 3 Ya'qubi Street Jerusalem 91191 Tel: 02-6268200
16	22	Electronic submission (email or eTendering) requirement	Not applicable
17	25	Date, time and venue for the opening of bid	Date and Time: November 26, 2018 12:30 PM Venue: UNDP/PAPP office in Jerusalem Note: for those interested to attend, No more than two representatives from each bidder to attend the bid opening session.
18	27, 36	Evaluation Method for the Award of Contract	<b>Lowest priced technically responsive, eligible and qualified bid.</b>
19		Expected date for commencement of Contract	<i>December 20, 2018</i>
20		Maximum expected duration of contract	Six (6) calendar months, from the date of contract signature by the successful bidder and handover of the project site location(s).
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Goods and/or Services to UNDP <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>

23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
24		Safety, Health and Welfare	Safety and health in construction: An ILO code of practice, and Safety, health and welfare on construction sites: A training manual Both of the above documents are available online at the UNDP/PAPP designated web site at: <a href="http://www.ps.undp.org/content/papp/en/home/operations/procurement.html">http://www.ps.undp.org/content/papp/en/home/operations/procurement.html</a>

## 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 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
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	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
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
<b>Bankruptcy</b>	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
<b>Certificates and Licenses</b>	<ul style="list-style-type: none"><li>• Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li><li>• A specialized firm in the Solar Energy and/or Renewable Energy.</li></ul>	Form B: Bidder Information Form
<b>QUALIFICATION</b>		
<b>History of Non-Performing</b>	Non-performance of a contract did not occur as a result of contractor default for the last 5 years.	Form D: Qualification Form

<b>Contracts<sup>1</sup></b>		
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 5 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum five <b>(5) years</b> of relevant proven experience.	Form D: Qualification Form
	The bidder, as a Prime Contractor, has implemented at least <b>two (2) projects of a similar nature, value, and complexity</b> "supply and install of photovoltaic power system" over the past five (5) years. (to comply with this requirement, work cited should be at least 70 percent complete); <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	At least one of the implemented similar projects, over the past five (5) years, should be of a contract value not less than <b>USD 1,800,000</b>	
<b>Financial Standing</b>	(Minimum annual business turnover / volume (Minimum Average annual value of contracts, including in similar nature projects) of no less than <b>USD 1,000,000</b> over the past five (5) years  <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Quick Ratio (QR) of not less than 1.0; If QR is less than 1, UNDP shall verify financial capacity of the bidder and has the authority to seek references from concerned parties & banks on the bidder' financial standing. UNDP has the right to reject any bid if submitted by a contractor whom the investigation leads to a result that he/she is not financially capable / stable and/or had serious financial problems;	
	Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than <b>USD 500,000</b> . Proof via an official bank credit letter (An Official letter from bidder's bank certifying the actual approved credit facilities ceiling, and balances of all active accounts within the bank) shall be provided by any of the bidders only upon UNDP' official request.	

<sup>1</sup> 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 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.

<b>Technical Evaluation</b>	<p>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.</p> <ol style="list-style-type: none"> <li>1) Full compliance of qualifications of the <b>key personnel</b> proposed to be assigned to the project;</li> <li>2) Appropriateness of the <b>Implementation Timetable</b> to Project Schedule;</li> <li>3) Full compliance of the <b>technical specifications</b> of the proposed equipment/fixtures/systems proposed to the contract;</li> <li>4) Maximum percentage of supply/work that will <b>be sub-contracted</b>: 30% of contract value.</li> </ol> <p>(Where the contractor is proposing to subcontract in excess of 10% of the total value of the contract, the following details should be submitted by the contractor in the bid submission:</p> <ul style="list-style-type: none"> <li>- BOQ item number to be subcontracted</li> <li>- Value to be subcontracted</li> <li>- Name of subcontractor(s)</li> <li>- Qualifications of subcontractor(s)</li> </ul> <p>Additional information may be requested by UNDP to verify the capacity of the subcontractor(s) to undertake the works. UNDP reserves the right to accept or reject proposed subcontractors based on their qualifications.)</p>	Form E: Technical Bid Form
<b>Proposed contractor team / Key personnel</b>	<ul style="list-style-type: none"> <li>• <b>Project manager -Electrical Engineer</b> with at least ten (10) years' proven experience, including at least three (3) years' experience in renewable energy and solar system installations (full-time resident position : to be available on site during implementation of the works from start until completion);</li> <li>• <b>Safety and Quality Control Engineer</b> with at least five (5) years of experience, including at least two (2) years' experience in renewable energy and solar system installations, certified from the relevant authorities) (full - time resident position: to be available on site during implementation of the works from start until completion);</li> <li>• <b>Technical Forman</b> with seven (7) years' experience, with at least three (3) years' experience in projects of a similar nature. (full -time resident position: to be available on site during implementation of the works from start until completion);</li> </ul>	

	<p>Notes:</p> <ul style="list-style-type: none"> <li>• The owner(s) and/or General Managers of the contracting company are not allowed to fill in any of the above listed key positions, unless a written approval is granted for that purpose by UNDP.</li> <li>• Bidders shall take into account all the costs associated with hiring and assigning all the staff/personnel mentioned herein/above for/on the project according to what is required. CVs for all proposed staff must be submitted.</li> <li>• Copies of "confirmation of availability" and CVs should be added to demonstrate that each specialist or engineer is qualified and ready to perform in his/her relevant area of competency. The above listed key personnel are subject to UNDP Approval.</li> <li>• The Contractor is encouraged to consider Gender Equality when recruiting / assigning his staff on the project.</li> <li>• Failure of the potential selected contractor to propose suitable and qualified personnel/staff, will lead to rejection of his/her bid and render his/her offer technically not acceptable.</li> <li>• Absence of any of the required staff from the project site ( during construction works duration : 'the period of time between the date of the construction contract start on site and the date of substantial completion) will entitle and cause UNDP/PAPP to impose financial penalties on the contractor corresponding to the "monthly" pay rates of the hired staff but in no case less than the applicable rates as directed and required/governed by the local governmental authorities and/or local Engineers Association.</li> </ul>	
Tentative implementation work plan	The bidder shall submit a tentative implementation work plan starting from contract signature to project completion and handover. The workplan must show the list of tasks, duration, and allocated resources (labour and equipment) per task.	
Technical specifications of Goods and equipment stated in the BoQ	The bidder shall submit data sheets & catalogues for the equipment/ fixtures/ systems required under the mechanical & electrical works including details on warranty; The original technical catalogues of the proposed equipment (not promotional catalogues) should be enclosed with the bid.	

- For all equipment included in the BoQ, reliable local agent should be operable in the local market for not less than three (3) years and should provide letter of guarantee for the availability of spare parts and After-sales service for minimum ten (10) years following installation, commissioning and acceptance of equipment by UNDP Engineer.
- Warranty should be provided as per offered **standard manufacturer' guarantee/warranty**, following installation, commissioning and acceptance of any equipment and/or systems by UNDP Engineer (*and one year covering installation works and related services*).
- User's Training for a minimum of **5 persons** to be conducted at JAIP in Jericho for a period of to be agreed on with the beneficiary/end-user;
- After-sales service of at least *[two years]*;
- Any manufacturer's names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels.
- Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item.
- All proposed materials or equipment, submitted by the contractor as substitute to the specified, will be accepted and considered equally approved/ approved alternate if they meets the following conditions:
  - •Equal or better in quality, durability and efficiency, all to UNDP engineer judgment.
  - Represented in the country by a reputable, qualified and credible agent.

	<ul style="list-style-type: none"> <li>○ Has positive local references (successfully installed, tested &amp; operated in similar buildings for no less than 5 years in the country)</li> </ul> <p>Submissions of equipment may include equivalent brands/makes of equal or better quality than those specified in the approved list of manufacturers. However, during the evaluation stage, UNDP has the right to ask the bidder to change any brand/make which does not meet the required quality level. If the contractor fails to change the proposed brand/make as per UNDP' request, while keeping the same quoted price, then UNDP has the right to reject his bid.</p>	
<b>Financial Evaluation</b>	<p>Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.</p> <p>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)</p> <p>Comparison with budget/internal estimates.</p>	Form F: Price Schedule Form
<b>Price Analysis and Cash Flow</b>	<p>Upon official request only, the bidder shall furnish actual price analysis for all items in the Bill of Quantities. Price analysis shall break down price to labour, materials, transportation, % of sub-contracting, overhead and profit.</p> <p>Upon official request only, the bidder shall furnish cash flow diagram.</p>	
<b>Post qualification Actions</b>	<ul style="list-style-type: none"> <li>☑ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</li> <li>☑ Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>☑ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</li> <li>☑ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</li> <li>☑ Inquiry through credit rating and reporting agencies; if requested, the Successful Bidder shall fully cooperate with a given credit rating and reporting agency, for purpose of obtaining reports on the company's production facilities, financial and management status;</li> <li>☑ Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;</li> <li>☑ Testing and sampling of completed goods similar to the requirements of UNDP, where available;</li> </ul>	

## **SECTION 5A: STATEMENT OF SUPPLY & WORKS**

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### **Statement of Supply & Work PAL 10-00102699: Development of Solar Array for JAIP Tenants**

The Government of Japan continued to provide generous financial assistance for the development of the Jericho Agro-Industrial Park (JAIP). Under this project, funding was earmarked for implementing design and instalment of the PV system at JAIP, and establishment of the most profitable and sustainable management from the PV generated electricity to contribute in reducing the Operational Cost as part of the value chain.

The project seeks to deploy solar energy using the available spaces at JAIP, including 21 hangers, and expand the capacity of the existing solar energy farm.

In this respect, this bid aims to procure the provision of on-Grid- Photo Voltaic Systems as included under the schedule and summarized as the followings in line with the drawings:

1. 12 hangers' rooftop (CASE-1(Zone-D))
2. 8 hangers roof tops (case-7(Zone-A))
3. 2 hangers rooftop (Case-8 (Zone-E))
4. Expansion Areas in existing station- (CASE-4 (Existing PV station))

The equipment to be delivered, installed, connected and tested on the roof top of identified hangers/spaces in JAIP. Site Visit will take place to enable the participating vendors/ contactors check the site and explore its topology. The supply and installation period of the PV Systems shall be no longer than 6 calendar months effective date of award and acceptance of contract by the successful Supplier.

The Successful and awarded supplier shall be obligated to provide official training to selected staff members by national counterparts and JAIP developer. The training shall cover the full operation of the installed systems, equipment as well simple diagnostic malfunction to enable reporting to the supplier and the manufacturer.

**SECTION 5B:**  
**TECHNICAL SPECIFICATIONS & DRAWINGS**  
**(ATTACHED)**

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## SECTION 5C: OTHER RELATED REQUIREMENTS

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Term [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input checked="" type="checkbox"/> <b>DAP (Jericho) to include Supply, Install, Test, and Commissioning</b>	
Exact Address of Delivery/Installation Location	Jericho Agro-Industrial Park (JAIP) / Jericho	
Mode of Transport Preferred	<input checked="" type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input checked="" type="checkbox"/> SEA	<input type="checkbox"/> OTHER <i>[pls. specify]</i>
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents <i>(if using freight forwarder)</i>	<p>The shipping documents must be sent to the UNDP, at least two (2) weeks before the arrival of the cargo at the port or airport of destination and, if it does not receive them, the Supplier will be responsible for any resulting expenses. The Supplier must indicate as consignee of the goods in all documents to: UNITED NATIONS DEVELOPMENT PROGRAM (UNDP).</p> <p>The required Shipment Documents:</p> <ul style="list-style-type: none"> <li>• Original and two (02) copies of the shipping document (AWB or BL), specifying the number of packages, the volume and the total weight in Kg;</li> <li>• Two (2) originals of the Supplier's invoice in which the description, quantity, unit price and total amount of the goods are indicated (Must be in English or include its translation).</li> <li>• Original and copy of the packing list, indicating the contents of each package, weight in Kg (Must be in English or include its translation).</li> <li>• Insurance certificate (110% of the total value of the cargo);</li> <li>• Copy of the certificate of origin of the goods or export of the goods.</li> </ul>	
Delivery Date	Within the overall contract duration timed as per the agreed work plan.	
Customs, if needed, clearing shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Supplier <input type="checkbox"/> Freight Forwarder	
Ex-factory / Pre-shipment inspection	Potential visit by the consultancy firm assigned by UNDP to the factory, with related visit costs covered by UNDP/PAPP	

Inspection upon delivery	Equipment to be inspected by UNDP & Beneficiary technical staff on delivery
Installation Requirements	Equipment to be fully installed (as per the manufacturer's specifications and instructions) and be fully operational. The winning supplier must install the equipment and test it on his/her own cost and responsibility
Testing Requirements	Testing, Adjusting and Balancing to be done by the winning supplier technical specialized staff to meet the manufacturers specifications and instructions Certified standards and certification of operating to meet manufacturers specification and instructions
Scope of Training on Operation and Maintenance	Training of beneficiary staff (5 persons) to operate and to perform routine maintenance of equipment.
Commissioning	Equipment to be fully commissioned by technical specialized staff of the supplier and to be fully operational. Full commissioning procedure to be fully implemented as per manufacturer's specification and instructions The contractor should ensure the manufacturer's full commissioning procedure to be fully implemented. Complete commissioning report should be prepared and approved by the manufacturer agent
Technical Support Requirements	Focal point / designated staff to be provided by supplier to the beneficiary / operators for two years/ On-call service as required; Response to equipment maintenance needs within 48 hours
Conditions for Release of Payment	<input checked="" type="checkbox"/> Pre-shipment inspection [potential visit by the consultancy firm to the factory, with related visit costs covered by UNDP/PAPP] <input checked="" type="checkbox"/> Inspection upon arrival at destination <input checked="" type="checkbox"/> Installation <input checked="" type="checkbox"/> Testing <input checked="" type="checkbox"/> Training on Operation and Maintenance <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements <input checked="" type="checkbox"/> Others (for goods part of the contract) -On presentation of the documents indicated in the Distribution section of the shipping documents (it will be verified that they are received in full, consigned to the UNDP /PAPP). -On inspection carried out through perceptive control by the beneficiary project and the UNDP /PAPP, it will be verified that the quantities and complete items are received as requested. Once the written acceptance of the beneficiary project has been obtained, the payment will be released against goods received satisfactorily.

After-sale services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of (not less than <b>Standard manufacturer' warranty</b> ) <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others <i>[pls. specify]</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> Others <i>[pls. specify, including dialects, if needed]</i>
Taxes	<p>This contract is exempted from VAT and all other taxes; as such taxes will not be paid under this contract.</p> <p>In the event that the Contractor fails to acquire the necessary tax clearances from the Tax Department after signing the Contract, UNDP retains the right to encash the full amount of the Contractor's advance payment guarantee and performance guarantee without prior notice, and if necessary terminate the Contract.</p>
Currency exchange risks & fluctuations in material / equipment costs	<p>The awarded Contractor is not entitled to get compensated by UNDP on the decline/fluctuations in exchange rate of the contracted currency (currency devaluation) or on the fluctuations in material/equipment costs. Accordingly, contractor will only be entitled for the costs of executed works and supplied material and/or equipment, all based on the unit prices submitted in his original tender submission. In this regard, we encourage the contractor (whom will be awarded the contract) to have a "Forward Agreement" with their bank to cushion the impact of the currency exchange risks.</p>
Kick off requirements	<p>The winning/ awarded contractor shall submit to UNDP Engineer the following requirements, <b>Within two weeks</b> upon signature of the Contract by both parties:</p> <ul style="list-style-type: none"> <li>• Approach/methodology on how to implement the Project (i.e. detailed method statement or implementation methodology). This should include how the contractor proposes to sequence multiple tasks/installations in an efficient and complementary fashion.</li> <li>• Proposal for Occupational Health and Safety Plan, and description how it would be implemented on the project site;</li> <li>• Proposal for Quality Assurance / Control plan (QA/QC), tailored specifically to this project</li> <li>• Proposal for Accredited / Recognized material testing lab</li> <li>• For the Tentative Work plan/ schedule – it is required that a Commercial Grade Project Management Software be used to establish the critical path and project milestones. NB: This same software will be required for the duration of the project for managing the project, including reporting on progress and adherence to budget.</li> </ul>

	The above plans shall consider the sensitivity of the project that it is taking place in a dynamic campus.
Warranty/Guarantee	The Contractor shall be responsible for the maintenance of the subject works for a period of <b>(1) one calendar year</b> effective from the day of issuance of the Certificate of Substantial Completion of the Works.
Liability Insurance	<p>The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of 15% (fifteen percent) of the price of the Contract per occurrence, with number of occurrences unlimited. The liability insurance shall be submitted by the Contractor within seven (7) days of receipt of the letter of Intent, and before contract signature and start of works, and shall be valid until end of defects liability period (i.e. twelve months after the intended completion date).</p> <p>Insurance policies <b>(Contractors' All Risks insurance, public liability insurance - third parties, &amp; Workers' compensation insurance)</b> should be issued by the awarded contractor subject to the general conditions, terms and conditions of the contract, and as per/ in compliance with the applicable Israeli / local Labor Laws and international standards in this regard.</p> <p>Before contract award, the successful bidder shall provide UNDP/PAPP with the draft insurance policies for review and clearance before official issuance. UNDP reserves the right to ask the successful bidder (and the successful bidder has to comply) for any modifications or additions to the policies terms and conditions that are deemed necessary to provide proper &amp; comprehensive coverage (in terms of Risks and values Covered) to the project. That said, it is essential that the bidder factor in his bid price the cost of issuance of comprehensive insurance policies.</p> <p>The drafting of insurance clauses requires the bidder to "warrant" (or, in other words, guarantee) that it has satisfied all the requirements imposed by the construction contract.</p>
Defects Liability	Any damage resulted from defect in execution by the Contractor on the executed works during the defects liability period should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from the Employer; and if the contractor does not repair these damages during the above specified period, then UNDP does these repairs at the expense of the contractor, which shall be deducted from due sums against the Maintenance Guarantee.

<p>Payment Terms</p>	<ol style="list-style-type: none"> <li>(1) In the case of requesting an advance payment by the Contractor; the UNDP/PAPP shall pay the Contractor an advance payment up to 20% of the contract value upon signature of the contract between UNDP/PAPP and the Contractor and submission of the following documents by the Contractor: <ul style="list-style-type: none"> <li>▪ An <b>irrevocable bank guarantee</b> for the same value of the advance payment valid for the contract duration plus 30 days after the intended completion date of the project; and,</li> <li>▪ The required Performance Security as stipulated in this tender.</li> </ul> </li> <li>(2) The amount of the advance payment if paid to the contractor shall be subject to a deduction of a <b>20% (twenty percent)</b> of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment when 80% of the works are completed. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of completion of 80% the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after completion or may recover such amount from the bank guarantee.</li> <li>(3) On each payment, UNDP shall withhold a per centum of the invoice amount, up to a maximum of (10%) of the Contract Price for due performance of execution of the works. Half of this amount (5%) shall be returned to the Contractor within Forty (40) days upon the substantial completion and taking-over of the Works, and the remaining (5%), will be retained as maintenance guarantee until the end of the one-year defects liability period. The retained 5% maintenance guarantee can be replaced with maintenance bank guarantee for the same value and until the end of the defects liability period.</li> <li>(4) Payments to the contractors will be according to the submitted cash flow diagram.</li> </ol>
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Peculiarity of the Site	<p>(1) The contractor shall take into consideration the dynamic and active JAIP site. The awarded contractor shall make all necessary arrangements and take all precautionary measures so as not to endanger the safety of the users, employees, visitors, etc. at the JAIP premises. Therefore, the safety and quality assurance engineer must be on site during working hours throughout contract duration.</p> <p>(2) During implementation, the winning contractor shall coordinate with UNDP, assigned Japanese Consultancy firm, JAIP Admin., JDECO, and PIEFZA, and any other relevant party in relation to implementing the works of the project; Moreover, the contractor shall abide by all special conditions, instructions or regulations issued by local authorities to carry out the works.</p> <p>(3) The contractor shall take into consideration the risk of potential closure of the site area due to unforeseen political unrest in the region and/or interruptions by any relevant authority. UNDP will not be held liable for any contractual claims arising out of or in connection with the consequences of the prevailing situation, including any closures, or strikes. This includes any claims for overhead expenses due to idle works, changes in the market cost of materials and/or equipment and related transportation or other costs. Accordingly, the contractor will only be entitled for the costs of executed works and supplied material and/or equipment, all based on the unit prices submitted in his original tender. Please see the following point.</p>
Suspension of Work	<p>In case UNDP imposes suspension longer than one (1) month on the project, only the following will be paid for:</p> <ul style="list-style-type: none"> <li>(1) Project manager for the project if needed;</li> <li>(2) Cost of extension of insurance policies and bank guarantees;</li> </ul> <p>and,</p> <p>All project equipment will not be compensated for, as well as any incurring costs related to staff or subcontractors. The maximum period of suspension will not be more than 60 days at maximum. When suspension is released, the Contractor will be allowed seven (7) days for re-mobilization and the period of contract will be extended accordingly.</p>
Important Conditions	<p>(1) The relevant &amp; applicable conditions and instructions, as issued by all relevant local authorities, for such project shall be fully complied with by the awarded contractor, in a timely manner and in full coordination with the UNDP assigned staff;</p> <p>(2) The contractor's <b>technical key staff</b> shall be engaged on site on full-time basis and have the sufficient proven experience, expertise, and capabilities of carrying out their duties. UNDP will</p>

	<p>deduct, in the interim payments to the contractor, the amount corresponding to the "monthly" pay rates of the hired staff, but in no case less than the applicable rates as directed and required / governed by the local governmental authorities and/or local Engineers Association for each day of the absence of any member of technical staff, and these deductions are non-refundable. Also deduction shall be made if any of the provided staff are not approved by UNDP.</p>
<b>Safety, Health &amp; Welfare Plan</b>	<p>Upon contract award, the awarded contractor should provide, as part of his contractual commitments, a detailed Safety, Health &amp; Welfare plan, being part of the overall program of works, subject to the Engineer approval. <b>Contractor to bear all the costs</b> associated with implementation of the said Safety, Health &amp; Welfare plan.</p> <p>The said Safety, Health &amp; Welfare plan shall be based on the following Safety code &amp; manual ( being governing documents in this regard and an integral part of this tender)</p> <p><b>Safety and health in construction: An ILO code of practice - International Labour Office Geneva (1992 version)"</b></p> <p><b>Safety, health and welfare on construction sites: A training manual- International Labour Office Geneva (1999 version)"</b></p> <p>The above mentioned Safety code &amp; Safety manual shall be an integral part of the tender and contract documents and the contractor is obligated to fully comply with the guidelines, instructions &amp; provisions contained in the said documents, all to the satisfaction of the UNDP Engineer.</p> <p>Important: The contractor shall also implement fully the applicable Safety measures contained in the approved Safety plan during mobilization stage before actual work starts.</p> <p>The detailed Safety, Health &amp; Welfare plan, including Scaffolding/support systems plan (including Safety requirements for scaffolding), shall be prepared and presented by the contractor to the UNDP Engineer for his review and approval before start of the works. The said safety plans and related measures shall be in full compliance with the ILO safety manual, the safety and other related regulations issued by the related authorities, and the relevant parts of the project specifications and tender documents. Please refer to the relevant parts in the subject tender documents for the instructions and conditions related to the safety &amp; security plans and the applicable safety manual and guidelines.</p> <p>The Safety code &amp; manual are available online at the UNDP/PAPP designated web site at:  <a href="http://www.ps.undp.org/content/papp/en/home/operations/procurement.html">http://www.ps.undp.org/content/papp/en/home/operations/procurement.html</a></p>

<p><b>Special Requirements</b></p>	<p><b>1) Miscellaneous</b></p> <p><b>a) Time Schedule:</b>  The contractor has to submit a time schedule for the different activities of the project and the sequence of work activities using MS-Project software. This time schedule should be revised and approved by the engineer before the initiation of work activities. The contractor has to update it and do all modifications deemed necessary to work activities as per the instructions of the engineer.  The contractor shall carry out quantity verification to be executed before the start-up of work activities. Written approval on the scope of works shall be obtained prior to implementation process.</p> <p><b>b) Schedule of material supply</b>  No delays are accepted due to delay in or insufficient material supply for works in the local market. Hence a schedule for material supply is needed before starting up activities.  The schedule of works should include the dates and quantities of material supply as well as the equipment supply to assure proper planning of work activities.</p> <p><b>c) Work plan</b>  The contractor has to submit a written work plan that illustrates the methodology to be followed in implementation of the work activities.</p> <p><b>d) Samples and catalogues:</b>  The contractor has to submit all samples and /or catalogues for all materials to be used on the project to verify their compliance with the technical specifications as follows:  *The samples will be handed along with the request of material approval as per the schedule of material supply such that one week is allowed to obtain approval before order of material supply is placed.  *The sample and catalogue should show the data of technical specification. In case there is no possibility to obtain a sample, the catalogue might be accepted after the engineer approval.</p> <p><b>e) Cash – Flow:</b>  The contractor has to submit a cumulative cash flow chart (S-curve) expected during implementation. Updates should be carried out on regular basis to adapt the actual expenditure on the project.</p> <p><b>f) Monthly reports and photographs.</b>  The contractor has to submit monthly reports in three copies reflecting the actual progress of works in percentage, executed work activities, difficulties faced and photos showing such progress.</p> <p><b>g) Contract documents:</b>  All tender documents stipulated in the ITB should be submitted, signed and stamped. It is deemed that all mentioned in the technical specification (General and Specific), drawings, bill of quantity, pre-bid meeting notes and/or any addendum thereof are included in the unit prices of the items and no extra charges will be paid in that respect.</p>
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	<p><b>2) WORKMANSHIP:</b> The contractor has to engage competent workers to achieve the workmanship stated in the tender documents. It is expected that best local practices be utilized in case no specific workmanship is identified.</p> <p><b>3) DRAWINGS:</b></p> <ul style="list-style-type: none"> <li>a) The contractor has to abide to any additional detail or general drawings issued by the engineer and will be considered as part of the contract.</li> <li>b) The contractor shall develop shop drawings for all work activities and submit for approval. No activity can be started unless engineer approves relevant shop drawing.</li> <li>c) The contractor should submit three copies of the shop drawings a week ahead of required approval. In case of changes required, the contractor will resubmit the drawings with changes and obtain approval before execution of works.</li> </ul> <p><b>4) As-Built Drawings:</b> The contractor is responsible to submit as-built drawings ( in PDF and AutoCAD formats) before the preliminary handing over in two hard copies A3 size and two CD's. They should show all details (architectural, structural, mechanical, and electrical along with services routes, trenches, manholes, and levels ...etc) <b>In case the contractor fails to deliver the As-built drawings and/or technical reports (including all rates for undelivered reports as quoted in the original bill) as required and to the satisfaction of the UNDP engineer, then UNDP shall deduct the sum of USD 5,000 from the dues of the contractor.</b></p> <p><b>5)</b> The contractor shall construct all mock-ups and provide samples as specified and as required in the contract documents at his own cost and expense.</p> <p><b>6) Discrepancies and mistakes in tender documents:</b></p> <ul style="list-style-type: none"> <li>a) In case there is discrepancy in the tender documents, the Engineer will verify the correct specification of any item in the tendering stage.</li> <li>b) In case there is missing information in the contract documents or discrepancy or review and approval of the engineer, improper description of details of the items, it doesn't relieve the contractor from carrying out the item in the most correct manner as if identified and properly described in the original tender documents.</li> <li>c) The contractor has to acknowledge the engineer in case of omission, discrepancy or mistakes in the tender documents in the tendering stage and price according to the engineer's answer.</li> </ul> <p><b>6) INSPECTION OF SITE:</b> The contractor is deemed to have visited and investigated the site and identified all site conditions in terms of ground nature, accessibility to</p>
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	<p>site, availability of services like water &amp; electricity and all factors affecting execution of work activities before submitting his offer. All such factors are deemed to be taken into consideration while pricing.</p> <p><b>7) SUB-CONTRACTORS:</b> Sub- contractors are dealt with according to General Conditions of Contract. The main contractor should submit to the Engineer; the certified agreement between him and the subcontractor prior to commencement of the work.</p> <p><b>8) EQUIVALENCE AND ENGINEER'S INSTRUCTION:</b> Wherever equivalence and Engineers' instruction are mentioned within the contract documents, they are interpreted to be dealt with and /or executed according to the consent of the engineer.</p> <p><b>9) SITE MEETINGS:</b> Periodical site meetings will be carried out and the contractor or duly authorized delegate should attend the meetings.</p> <p><b>10) TESTING:</b> The contractor at his own expenses shall provide any test as requested by the Engineer's Representative for any materials supplied, installed, or stored in the site according to the stipulated tests in the general specifications. The contractor has to secure devices and equipment that are necessary to test sanitary and electrical works as requested by the Engineer.</p> <p><b>11) SPECIFICATIONS:</b> Specifications are the approved American, Britain, and Palestinian Specifications. In case there is no clear or missing specification of items, it is deemed that the contractor has based his prices on high quality materials and best practice in implementation.</p> <p><b>12) TAKE OFF QUANTITIES AND PRICING:</b></p> <p>a) Description of items The tender documents are complementary and self-explanatory and what is deemed necessary in one is deemed necessary in all. Accordingly, the item specification is not limited to item description in the bill of quantity but rather to the tender documents as a whole.</p> <p>b) Quantities</p> <ul style="list-style-type: none"> <li>i) Net measurements of quantities as executed or erected in place will be used in the project ignoring losses and overlapping parts.</li> <li>ii) Quantities are based on actual measurements on site.</li> <li>iii) The contractor shall reveal attachments and supporting documents for all finished quantities with each payment to the Engineer for review.</li> <li>iv) The quantities in the Bill of Quantity are only an estimate. Actual quantities will be measured on site and approved by the engineer.</li> <li>v) The contractor should inform the owner or his representative about any increase in quantities prior to execution in a written form. In case of extra quantities are executed without informing the owner or the Engineer and obtaining approval on the implementation it will not</li> </ul>
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	<p>be accounted in the quantities.</p> <p>c) Pricing:</p> <ul style="list-style-type: none"> <li>i) Description of items: The contractor is deemed that he understood all items within the bill of quantities and that he included all required expenses for permanent or temporary activities and components inclusive but not limited to overhead, profit, fees for services, materials, samples, losses in materials, equipment,...etc, to achieve and maintain the works in first grade quality and in the correct form. No claims will be accepted for comprehensiveness in pricing.</li> <li>ii) The contractor shall not include price of item in another one. All prices of items should be adequate to execute the relevant task individually.</li> <li>iii) The cost of any item in the B.O.Q. shall include all prices of raw material, workmanship cost, profits, and all direct and indirect implicated costs of the implementation of the project.</li> <li>iv) Any un-priced item in the B.O.Q. is eventually included in the other items and the contractor has not the right neither to price it later nor to cancel it.</li> <li>v) The contractor is deemed to base his price according to proper breakdown of cost. Hence, he is required to submit such price analysis/breakdown within his offer. Any unrealistic rates or prices is subject to negotiation by UNDP officer and if the contractor don't agree on adjusting to reasonable rates, his offer may be rejected as non-responsive.</li> <li>vi) <b>The unit rates shouldn't include VAT. All payments will be processed according to Zero VAT invoices all according to applicable rules and regulations in that respect.</b> The contractor has to include all expenses that might occur in his overhead expenses and no claims will be accepted regarding this issue.</li> <li>vii) Price shall include fees of testing according to specification and engineer's instruction. UNDP has the right to change the testing laboratory from time to time.</li> <li>viii) The contractor has to submit valid income and VAT tax clearance issued by the Ministry of finance along with the tender.</li> </ul> <p>d) Electrical and mechanical manufacturing lists are an integral part of the tender documentations and are directly related to civil, mechanical and electrical works' bills.</p> <p><b>13) Fuel and electricity for testing and commissioning</b> shall be provided as required in the construction contract documents. Cost of electricity, water, fuel and the like, specifically needed and to the extent necessary during an uninterruptable testing and commissioning period, shall be paid by the contractor without reservation.</p> <p><b>14) In case of a variation order, overhead and profit combined</b></p>
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	<p><b>percentage/margin should not exceed 20%, subject to negotiations and the price breakdown submitted by the bidder.</b></p> <p><b>15) Assistance To The Engineer's Representative</b></p> <ul style="list-style-type: none"> <li>a) The Contractor shall give such assistance and supply such labor as may be required by the Engineer in connection with the contract when required.</li> <li>b) Such labour to be hired and employed by the Contractor, but shall operate and perform their duties under the direction of the Engineer's Representative.</li> </ul> <p><b>16) Temporary installations during implementation</b></p> <p>All these facilities implemented before the start of project works and be at the expenses of the contractor and by the fall of the construction cost and the total after the expiration of the term of the project. In case of any delaying by the contractor in establishing of such buildings or any part thereof and removal of thereof, the Engineer's Representative and Employer have a right to establish the remainder and removal thereof at the end of the project and reduce the amounts disbursed from the account of the contractor without any objection to the action or cost.</p> <p><b>17) warehouses</b></p> <p>The contractor shall establish stores and warehouses to store all the building materials, especially cement and ensure the conditions necessary for the protection of stored materials from damage caused by exposure to influences.</p> <p><b>18) Project Sign</b></p> <p>The contractor has to supply and install two project sign boards. They will be made up of painted steel sheet 300cmx300cm including galvanized steel pipes 5" in diameter to hold the sign and fixed in place by well-designed and suitable and strong concrete footings not less than 100cm x100 cm x120 cm before the start-up of work activities. All information and logos that have to be included on the board will be provided by the engineer during the mobilization period. Location where to be installed as per the engineer's instructions.</p>
<p><b><u>Various Additional &amp; Important Special Conditions:</u></b></p>	<ul style="list-style-type: none"> <li>(1) Detailed shop drawings as directed and requested by the UNDP Engineer and as required in the projects specifications shall be prepared and given to the UNDP Engineer for his review and approval before and during implementation of the works.</li> <li>(2) Provision of Electricity and water for the project activities is and remains the sole responsibility of the awarded contractor.</li> <li>(3) The tentative work plan requested in the tender shall show the phased works schedule and at the same time show bidder's ability to finish the works within (6) calendar months from the contract start date.</li> </ul>

	<p>(4) In case of a non-compliance report is issued by the UNDP Engineer for specific works/items, the contractor can't proceed further with the contested item, unless a rectification has been done according to contract requirements and UNDP Engineer instructions. If the contractor fails to remedy the uncompliant items within a time frame agreed upon between both parties, the resulting delay and cost implications (if any) will be the full responsibility of the contractor.</p> <p>(5) Working days and hours for the project should be fully coordinated with the UNDP Engineer and Al-Quds university administration and subject to his prior approval before commencement of the works on site. However, in case of any future changes in the agreed-upon dates and time the approval of the UNDP Engineer would still be required.</p>
<b>Offices of the contractor</b>	<p>The <b>contractor office shall be set at his own cots and responsibility;</b> The form and dimensions that is appropriate with the contractor's requirements. The offices shall be setup before starting of work on the project.</p>

## SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

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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:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid	<input type="checkbox"/>
▪ Form F: Bill of Quantities	<input type="checkbox"/>
▪ Form G: Form of Bid Security	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

### Price Schedule:

▪ Form F: Price Schedule Form / Bill of Quantities	<input type="checkbox"/>
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## 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

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>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):</b>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>	[Complete]
<b>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</b>	[Complete]
<b>Is your company a member of the UN Global Compact</b>	[Complete]
<b>Contact person that UNDP may</b>	Name and Title: [Complete]

<b>contact for requests for clarifications during Bid evaluation</b>	Telephone numbers: [Complete] Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured</li> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li>▪ Trade name registration papers, if applicable</li> <li>▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</li> <li>▪ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures</li> <li>▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>▪ Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.</li> <li>▪ Export Licenses, if applicable</li> <li>▪ Local Government permit to locate and operate in assignment location, if applicable</li> <li>▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> </ul>

## 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 <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

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

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ 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

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> 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)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> 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:	

### Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

## 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
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
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:

- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;
- 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 General 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: Scope of Supply/ works, Technical Specifications, and Related Services

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

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 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 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

Goods and services to be Supplied and Technical Specifications	Your response				
	Compliance with technical specifications		Delivery Date <i>(confirm that you comply or indicate your delivery date)</i>	Quality Certificate/Export Licenses, etc. <i>(indicate all that apply and attach)</i>	Comments
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>			

Other Related services and requirements <i>(based on the information provided in Section 5b)</i>	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>	
e.g. Delivery Term			
Warranty			
Local Service Support			

### SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 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

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/ Qualifications</b>	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
<b>Professional certifications</b>	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
<b>Employment Record/ Experience</b>	<i>[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.]</i> [Insert]
<b>References</b>	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

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 (Bill of Quantities)**

### **(Attached)**

**Bidders shall submit the priced BoQ in hard copy signed & stamped, and as a soft copy (scanned copy).**

If there is any discrepancy between the soft and the hard copies of the BoQ then the signed hard copy of the BoQ shall prevail.

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

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

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

## 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.**

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

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated [Click here to enter a date.](#) 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 *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid 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]*