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INVITATION TO BID

“REDUCING UPOPS AND MERCURY RELEASES FROM THE HEALTH SECTOR IN AFRICA”

Provision of Healthcare Waste Management & Treatment Equipment

ITB No.: UNDP-IRH-201902-ITB-07

Country: GHANA,MADAGASCAR,TANZANIA,ZAMBIA

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Contents

Section 1. Letter of Invitation.....	4
Section 2. Instruction to Bidders.....	5
GENERAL PROVISIONS	5
1. Introduction	5
2. Fraud & Corruption, Gifts and Hospitality	5
3. Eligibility.....	5
4. Conflict of Interests	6
B. PREPARATION OF BIDS.....	6
5. General Considerations.....	6
6. Cost of Preparation of Bid	7
7. Language	7
8. Documents Comprising the Bid.....	7
9. Documents Establishing the Eligibility and Qualifications of the Bidder.....	7
10. Technical Bid Format and Content	7
11. Price Schedule.....	7
12. Bid Security	7
13. Currencies	8
14. Joint Venture, Consortium or Association	8
15. Only One Bid	9
16. Bid Validity Period	9
17. Extension of Bid Validity Period	9
18. Clarification of Bid (from the Bidders).....	10
19. Amendment of Bids	10
20. Alternative Bids	10
21. Pre-Bid Conference.....	10
C. SUBMISSION AND OPENING OF BIDS	11
22. Submission.....	11
Hard copy (manual) submission.....	11
Email and eTendering submissions.....	11
23. Deadline for Submission of Bids and Late Bids	11
24. Withdrawal, Substitution, and Modification of Bids.....	12
25. Bid Opening.....	12
D. EVALUATION OF BIDS	12
26. Confidentiality	12
27. Evaluation of Bids.....	12
28. Preliminary Examination	13
29. Evaluation of Eligibility and Qualification	13
30. Evaluation of Technical Bid and prices	13
31. Due diligence	13
32. Clarification of Bids.....	14
33. Responsiveness of Bid	14
34. Nonconformities, Reparable Errors and Omissions	14
E. AWARD OF CONTRACT	15
35. Right to Accept, Reject, Any or All Bids.....	15
36. Award Criteria	15
37. Debriefing	15
38. Right to Vary Requirements at the Time of Award.....	15
39. Contract Signature	15
40. Contract Type and General Terms and Conditions	15
41. Performance Security.....	15
42. Bank Guarantee for Advanced Payment	15
43. Liquidated Damages	16
44. Payment Provisions.....	16
45. Vendor Protest	16
46. Other Provisions	16
Section 3. Bid Data Sheet.....	17
Section 4. Evaluation Criteria.....	22
Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities.....	24

Section 5b: Other Related Requirements.....25

Section 6: Returnable Bidding Forms / Checklist.....36

Form A: Bid Submission Form..... 37

Form B: Bidder Information Form..... 38

Form C: Joint Venture/Consortium/Association Information Form 40

Form D: Eligibility and Qualification Form 41

Form E: Format of Technical Bid 43

FORM F: Price Schedule Form 48

FORM G: Form of Bid Security 52

Section 1. Letter of Invitation

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

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

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

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

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

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

Approved by:

OPERATIONS IRH

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 https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</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 (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</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 http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</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 http://www.un.org/depts/ptd/pdf/conduct_english.pdf</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</p>

	<p>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 meet the eligibility requirements as established by UNDP.</p>
4. Conflict of Interests	<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"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <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"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <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	
5. General Considerations	<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>

6. Cost of Preparation of Bid	6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language	7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Bid	8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Bid Format and Content	<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>
11. Price Schedule	<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>
12. Bid Security	<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"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	<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"> a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	<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</p>

	<p>should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <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 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>
15. Only One Bid	<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"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	<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>
17. Extension of Bid Validity Period	<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>

18. Clarification of Bid (from the Bidders)	<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"> Bear the name of the Bidder; Be addressed to UNDP as specified in the BDS; and Bear a warning not to open before the time and date for Bid opening as specified in the BDS. <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>
Email and eTendering submissions	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; 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. <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: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p>
23. Deadline for Submission of Bids and Late Bids	<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</p>

	submission of Bids.
24. Withdrawal, Substitution, and Modification of Bids	<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>
25. Bid Opening	<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 notification once the Bid is opened.</p>
D. EVALUATION OF BIDS	
26. Confidentiality	<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>
27. Evaluation of Bids	<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"> a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done)

	<ul style="list-style-type: none"> a) Evaluation of Technical Bids b) Evaluation of prices <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>
28. Preliminary Examination	<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>
29. Evaluation of Eligibility and Qualification	<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"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	<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 related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
31. Due diligence	<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"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous

	<p>works, as deemed necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
32. Clarification of Bids	<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>
33. Responsiveness of Bid	<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>
34. Nonconformities, Reparable Errors and Omissions	<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> <p>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</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</p>

be rejected.

E. AWARD OF CONTRACT

35. Right to Accept, Reject, Any or All Bids	35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at

	https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	<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>
44. Payment Provisions	<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>
45. Vendor Protest	<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: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<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 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Allowed Bidder might provide a bid for LOT 1, LOT 2 or for LOT 1&2
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will not be conducted
5	16	Bid Validity Period	90 days
6	12	Bid Security ¹	<p>Lot 1: Required in the amount of USD 6000</p> <p>Lot 2: Required in the amount of USD 10000</p> <p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> Bank Guarantee (See Section 8 for template) <p>*If Bidder wishes to bid for both of the Lots then one Bank Guarantee will be sufficient for total of Lot 1 and Lot2.</p> <p>*Bid Security should be submitted at the same with Technical and Financial Quotations.</p> <p>* Bidders shall include a copy of the Bid Security in their bid and the original of the <u>same</u> Bid Security (which was submitted along with Technical Quotation) must be immediately sent via courier or hand upon request.</p>
7	42	Advanced Payment upon signing of contract ²	<p>Lot1: Allowed up to a maximum of 20% of contract value</p> <p>Lot2: Allowed up to a maximum of 20% of contract value</p>

¹ FORM G: Form – 1 - Bid Security should be submitted at the same with Technical and Financial Quotations.

² FORM G: Form – 2 – Advance Payment Form will be submitted upon the request.

			<p>*If Bidder wishes to bid for both of the Lots then one Advance Payment Form will be sufficient for total of Lot 1 and Lot2.</p> <p>* Advance Payment Form will be submitted upon the request.</p>
8	43	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Percentage of contract price per day of delay: 0,25</p> <p>Max. number of days of delay 40, after which UNDP may terminate the contract.</p>
9	41	Performance Security ³	<p>Lot1: Required in the amount of USD 25000</p> <p>Lot2: Required in the amount of USD 45000</p> <p>*If Bidder wishes to bid for both of the Lots then one Performance Security Form will be sufficient for total of Lot 1 and Lot2.</p> <p>* Performance Security Form will be submitted upon the request.</p>
10	13	Currency of Bid	United States Dollar
11	32	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12	32	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Procurement IRH</p> <p><u>E-mail address: procurement.irh@undp.org</u></p>
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 websites; 1-UNDP, 2-UNGM
14	23	Deadline for Bid Submission	April 10, 2019 5:00 PM Ist Time, COB, (UTC: +3)
14	22	Allowable Manner of Submitting Bids	<p><input checked="" type="checkbox"/> Submission by email</p> <p><u>E-mail address: procurement.irh@undp.org</u></p>
15	22	Bid Submission Address	<u>E-mail address: procurement.irh@undp.org</u>

³ FORM G: Form – 3 – Performance Security Form will be submitted upon the request.

16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Please ensure that both of Technical & Financial Bids of ITB will be <u>sent</u> to UNDP <u>before or on</u> the date of submission of Deadline as secured/encrypted by a password. Passwords will be provided upon the request from Bidder. Please do not share your password protected pdf format Technical & Financial Bids of ITB before you are asked to do so. Passwords of Technical & Financial Bids will be requested from the Bidders on April 10, 2019 5:15 PM to E-mail address: procurement.irh@undp.org Password for technical proposal must not be provided to UNDP until a request raised by UNDP Password for financial proposal must not be provided to UNDP until requested by UNDP Max. File Size per transmission: 35 MB with maximum 5 transactions <p style="text-align: center;">Mandatory subject of email: UNDP-IRH-201902-ITB-07- Submission-<i>Company Name</i></p> <ul style="list-style-type: none"> Submission address: E-mail address: procurement.irh@undp.org
		Date of Electronic Bid submission and Password submission	April 10, 2019 5:15 PM Ist Time (UTC: +3), COB
17	25	Date, time and venue for the opening of bid	<p>Date and Time: April 10, 2019 5:30 PM Ist Time (UTC: +3)</p> <p>Venue: UNDP IRH</p> <p>Bidders are encouraged to be present in physical and/or visual bid opening session. Representatives' names must be provided during the bid submission to email address given at page 4 - Letter part of this document and in BDS Nos 12,14,15,16.</p>
18	27, 36	Evaluation Method for the Award of Contract	<p>Non-Discretionary "Pass/Fail" Criteria on the Technical Requirments</p> <p>Lowest priced technically responsive, eligible and qualified bid.</p>

19		Expected date for commencement of Contract	<i>May 13, 2019</i>
20		Maximum expected duration of contract	Upon the delivery of the goods and completion of requested services/maintenance but not later than September 13, 2019.
21	36	UNDP will award the contract to:	<p>One or more bidders will be awarded to a contract depending on the submissions of each LOT which are meeting the following criteria:</p> <ul style="list-style-type: none"> a. Eligible b. Responsive in complying with specifications, delivery terms, and UNDP terms and conditions c. Qualified in fully meeting basic selection criteria d. Lowest priced technically responsive bids <p>* Bidders might provide a bid for LOT 1, LOT 2 or for both of LOT 1 & 2. Bidders may be awarded to a contract for both of Lots (Lot 1 and Lot 2) or one of the Lots (Lot 1 or Lot 2) depending on the aforementioned criteria.</p>
22	40	Type of Contract	<p>Purchase Order</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
23	40	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Contracts</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
24		UNDP Environmental Questionnaire for Suppliers and Manufacturers of Healthcare Products	<p>UNDP is increasing support to our suppliers and manufacturers to meet environmental and social standards. One of the tools for ramping up engagement with suppliers is the Environmental Questionnaire for UNDP Suppliers and Manufacturers of Healthcare products. This environmental questionnaire is designed to define a baseline and enable capacity building among our suppliers and manufactures. It is a tool we will share across UN agencies. We are currently piloting the questionnaire and is completed on a voluntary basis. Please do not hesitate to contact us with questions.</p> <p>Annex 3 - UNDP Environmental Questionnaire for Suppliers and Manufacturers of Healthcare Products is requested to be filled in and submitted as a part of the bid</p>
25		Other Information Related to the ITB	<p>Annexes to this ITB:</p> <p>1) Annex 1 - Technical Specifications</p>

			<p>2) Annex 2 – Bill of Quantities (BoQ)</p> <p>3) Annex 3 - Environmental Questionnaire</p>
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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

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	<ul style="list-style-type: none">▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder▪ Export/Import Licenses, if applicable▪ ISO certification for sustainable production, if applicable	Form B: Bidder Information Form
	<ul style="list-style-type: none">▪ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years	

QUALIFICATION		
History of Non-Performing Contracts⁴	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 3 years of relevant experience.	Form D: Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 5 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD 500,000 for the last 3 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
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable) Comparison with budget/internal estimates.	Form F: Price Schedule Form
Additional and Specific Requirements & Information		

⁴ 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.

Section 5a: Technical Specifications / Bill of Quantities

Technical Specifications

The detailed Technical Specification are provided in the **Annex 1**. In the technical specifications for non-incineration treatment equipment the term “treatment equipment” will be used. The use of pictures for any item/equipment is purely illustrative and does not represent a requirement or preference.

Bill of Quantities

The list only shows the total to be supplied items per country. The equipment is to be supplied to different locations within the countries. The distribution of equipment within the country and related addresses can be found in the **Annex 2**.

Code	Item	By Country				Total #	Delivery Dates
		Ghana	Tanzania	Madagascar	Zambia		
LOT1							Not later than 120 days after PO confirmation
PPE	Personal protective equipment						
PPE-01-01	Safety goggles	6	7	96	15	124	
PPE-01-02	Working gloves for chemicals	5	35	4	14	58	
PPE-01-03	Anti-Needlestick Gloves	0	2	0	0	2	
PPE-01-04	Working gloves	12	10	14	85	121	
PPE-01-05	Working overall	3	10	8	9	30	
PPE-01-06	Safety boots	3	9	8	9	29	
PPE-01-07	Safety mask	10	0	109	70	189	
PPE-01-08	Working gloves - Heat resistant	3	13	5	6	27	
PPE-01-09	Water/chemical resistant apron	3	0	8	6	17	
PPE-01-10	Needle stick protection	9	0	6	28	43	
PPE-02-01	Hand rub disinfectant dispenser	2	0	0	2	4	
PPE-02-02	Paper towel dispenser	1	0	0	1	2	
PPE-02-03	Soap dispenser	3	31	0	1	35	
LOG-01	One-way items						
LOG-01-02	Sharps cont. WHO - Large	11	0	0		11	
LOG-01-03	Sharps cont. Plastic - Small	2	0	0		2	
LOG-01-04	Sharps cont. Plastic - Large	2	0	0		2	
LOG-01-07	Bag - infect - Auto. (Small)	12	0	0	6	18	
LOG-01-08	Bag - infect - Auto. (large)	2	0	0	7	9	
LOG-01-11	Debris Pots for Needle Cutter	11	0	4	24	39	
LOG-02	Internal equipment						
LOG-02-01	Infectious Waste Bin - Small	45	0	99	35	179	
LOG-02-02	Infectious Waste Bin - Large	10	0	93	40	143	
LOG-02-04	General Waste Bin - large	12	0	0	3	15	

LOG-02-06	Mobile Bag Stand	9	8	6	0	23
LOG-02-08	Glass collection bin	10	0	32	5	47
LOG-02-09	Outdoor - waste bin	0	0	0	5	5
LOG-02-10	Needle Cutter	21	0	20	0	41
LOG-02-11	Multi purpose Bin – X-large	10	270	0	10	290
LOG-03	Log. Equip. waste func.area					
LOG-03-01	Wheelie-Bin 240 (General Wa.)	10	0	14	10	34
LOG-03-06	Transport-Bin 240 (UN 6.2)	49	70	0	50	169
LOG-03-04	Bin trolley (infect. Waste)	0	0	4	0	4
LOG-03-07	Transport-Bin 770 (UN 6.2)	0	0	2	0	2
LOG-03-08	Chem. Transp. Box (Small)	0	0	4	0	4
LOG-03-11	Transport container bio-hazardous waste	20	0	3	0	23
LOG-03-12	Barrel for solid Haz. Waste	5	0	0	0	5
LOG-03-14	Ground scale - mechanical	0	3	0	7	10
LOG-03-15	Ground scale - electronic	2	0	2	0	4
LOG-03-16	Pressue Sprayer - Disinfect	1	0	0	1	2
LOG-03-17	Water hose	1	0	0	7	8
LOG-03-18	Cold-water high-pressure cleaner	1	6	0	1	8
LOG-04	Equipment Chemical Storage					0
LOG-04-02	Shelf for reactive liquids	1	0	4	0	5
LOG-04-03	Shelf for water polluting liquids	4	0	0	0	4
LOG-04-05	60l Drum for storage of batteries	0	4	2	10	16
LOG-04-08	Freezer for pathological waste	1	0	0	1	2
LOT2						
TRE-01	Treat. Equip. waste func.area					
Tre-02-04	Manual Fractionated Treatment Equipment >400 l	1	0	1	1	3
TRE-03-02	Treatment Equipment: Monitoring set	1	0	1	1	3
TRE-03-05	Tool-Box, "Basic Maintenance"	0	0	1	0	1
TRE-03-07	Temperature testing tool	1	0	1	1	3
TRE-04-01	On-site shredding system (small)	1	0	3	1	5
TRE-04-02	On-site shredding system (Medium)	0	0	1	1	2

Section 5b: 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] (Pls. link this to price schedule)	DDP
Exact Address of Delivery/Installation Location	See the list of locations per country in Section 5b1 and Annex 2 - BoQ
Mode of Transport Preferred	Air, Land, Sea
UNDP Preferred Freight Forwarder, if any ⁵	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Customs, if required, clearing shall be done by:	Supplier
Ex-factory / Pre-shipment inspection	Send photos before sending shipping documents, provide homologation tests. UNDP claims the right to carry out a pre-shipment inspection at the manufacturing place.
Inspection upon delivery	Visual inspection on transportation damage, quantity inspection
Lot2 Installation Requirements	Installation will be the responsibility of the supplier, sufficient water and electricity supply will be provided as well as waste water connection.
Lot2 Testing Requirements	Full commissioning testing will be carried out, see the description in the Section 5b3. The bidder must supply the necessary tools, instruments and consumables to carry out the testing as described.
Lot2 Scope of Training on Operation and Maintenance	User's Training for a minimum of 10 persons to be conducted at the installation site in each of the three countries with a duration of not less than 2 days. Trainer that will provide training for the operational and maintenance staff should be with not less than 5-years working experience and 2-years field working experience of similar type of treatment equipment delivery and installation.
Lot2 Commissioning	Carrying out an commissioning testing as described in the Section 5b3.
Warranty Period	1 year
Lot2 Local Service Support	The bidder or his/her manufacturer has an agent/representative in each of the four countries who is able to provide maintenance and spare parts for equipment supplied.

⁵A factor of the Incoterms stipulated in the ITB. The use of a UNDP preferred freight forwarder may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to UNDP when clearing with customs authority of the country of destination.

Lot2 Technical Support Requirements	At least two technician of the agent/representative in each of the four countries were fully trained by the manufacturer of the treatment equipment prior to the installation of the equipment. A training certificate issued by the manufacturer is required prior installation.
Lot2 After-sale services Requirements	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 12 Month <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance /repair <input checked="" type="checkbox"/> Others Guarantee of availability of spare parts for a period of 10 years for the treatment plants
Payment Terms (max. advanced payment is 20% as per UNDP policy)	Lot1: Max of 20% upon contract signature/PO issuance and the rest within 30 days from UNDP's acceptance of goods as specified and receipt of invoice. Lot2: Max of 20% upon contract signature/PO issuance and the rest within 30 days from UNDP's acceptance of goods as specified and receipt of invoice.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Pre-shipment inspection <input checked="" type="checkbox"/> Inspection upon arrival at destination <input checked="" type="checkbox"/> Installation (Lot2 only) <input checked="" type="checkbox"/> Testing (Lot2 only) <input checked="" type="checkbox"/> Training on Operation and Maintenance in English or French language (Lot2 only) <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English French
Lot2 Additional information	<ul style="list-style-type: none"> ▪ The Bidder is requested to provide if the bidder or his manufacturer has carried out similar reference installations of at least 3 comparable hazardous medical waste treatment units during the last three years, preferably, in Sub-Saharan countries or provided similar equipment for any UN project. ▪ The Bidder is requested to provide Statement of Satisfactory Performance from the Top 3 (three) Clients or more in terms of Contract Value from the past [5] years. ▪ The Bidder is requested to provide Quality Inspection and Testing Certificates (e.g. pressure vessel certificate) for the goods to be supplied. ▪ The Bidder is requested to provide CV of the Trainer who will conduct a training for the operational and maintenance staff.

	<ul style="list-style-type: none"> ▪ The Bidder is requested to provide detailed work-plan and implementation plan (Gantt-chart) showing all milestones. ▪ The Bidder is requested to provide a training concept for the 2-day operation and maintenance training. ▪ The Bidder is requested to provide detailed annual maintenance plan for the equipment to be supplied (including all support equipment such as steam generator, water treatment plant equipment, etc.). ▪ The Bidder is requested to provide detailed list of needed wear and spare parts for 2500 h operation. ▪ The Bidder is requested to provide detailed catalogues, and implementation plans, showing fully the running, and maintenance phases. ▪ The Bidder should provide other information as process description, brochures, etc. if this will be helpful for the technical evaluation. ▪ The handing over and acceptance shall take place after the setup and installation of all equipment and the successful commissioning test. 1st day of handing over shall be the first day of the one month trial run and training. The maintenance period shall be for a whole year starting from the date of the takeover.
Packing Requirements	<p>Supplier will provide packing method for each unit. Primary packaging shall be by unit of use and secondary packaging shall provide protection of the packaged individual units in a box. Labelling on the medical device itself (if on medical device itself it should be in a format that will not be dislodged during cleaning, disinfecting or sterilization of the device) or on the primary packaging of each unit or on the primary packaging of multiple devices should contain the following where applicable:</p> <ul style="list-style-type: none"> • Name and/or trademark of the manufacturer including the address of the manufacturer. • Name and address of Authorized Representative or Distributor maybe added but this additional label should not obscure any of the manufacturer's labels. • Manufacturer's product reference. • Type of product and main characteristics, i.e. details to identify the device and its use.

	<ul style="list-style-type: none"> • If the packaging is not transparent, it must bear a diagram (preferably actual size) showing the essential parts of the product and indicating the position of the product in the packaging. • Each device batch for each country will have label on the package surface. • For products supplied sterile or for single use disposable devices, a date of when the device may be safely used with year and month should be clearly indicated including the sterilization method where applicable. • To verify the stated shelf life, the date of manufacture should be provided. • Information for storage conditions that apply (temperature, pressure, light, humidity, etc., as appropriate (or equivalent harmonized symbol).) • Information for handling, if applicable (or equivalent harmonized symbol). <p>For devices that have CE marking approval, the CE mark should be on the item itself, or on the primary packaging as appropriate. Please note: if on device itself, this should not be removable during handling, use or cleaning of the device.</p>
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Section 5bI. Exact Addresses Of Delivery/Installation Locations

Ghana

Code/abbreviation: Cape Coast

Cape Coast Teaching Hospital, P.O.Box CT 13, Cape Coast

Code/abbreviation: St. Johns

St. John of God Hospital, P.O.Box 24, Duayaw Nkwanta

Code/abbreviation: Tegn

Keta Municipal Hospital, Aklamatsi Street, P.O.Box KW 198, Keta.

Code/abbreviation: Eastern Reg

Eastern Regional Hospital, P.O.Box KF 201, Koforidua.

Code/abbreviation: 37 Military hospital

37 Military Hospital, Accra, Ghana

Code/abbreviation: Greater Accra Reg. hospital

Greater Accra Regional Hospital, P.O.Box 473, Ridge, Accra.

Madagascar

Code/abbreviation: CHU Morafeno

CHU Morafeno Manara-penitra, Route d'Ivoloina, Toamasina 501, Madagascar

Code/abbreviation: CHU Analankinina

CHU Analankinina Hopitaly Be, Toamasina 501, Madagascar

Code/abbreviation: CHU HJRB

CHU HJRB Hôpital Joseph Raseta Befelatanana, Rue Fort Voyron, Antananarivo 101, Madagascar

Code/abbreviation: CHU HJRA

CHU HJRA Hôpital Joseph Ravoahangy Andrianavalona Ampefiloha Antananarivo 101, Madagascar

Code/abbreviation: CHU HMET

CHU HMET Hôpital Mères et Enfants Tsaralalana, Antananarivo 101, Madagascar

Code/abbreviation: CHRD Mjk

CHRD Hôpital de District Manjakandriana, Madagascar

Code/abbreviation: CSB 2 Manjakandriana

CSB2 Centre de santé de base Manjakandriana, près de l'hôpital CHRD Manjakandriana
Madagascar

Code/abbreviation: CSB 2 Sambaina

CSB2 Centre de santé de base Sambaina Manjakandriana, Madagascar

Tanzania

Code/abbreviation: Muhimbili

Muhimbili National Hospital: Plot No: 10480/3, Upanga West, Dar Es Salaam, Tanzania.

Code/abbreviation: Mbagala

Mabgala Hospital: Mpakani Street - Mbagala Kuu., Dar es Salaam, Tanzania

Code/abbreviation: Sinza

Sinza Hospital: Sinza C, Plot number 79.Dar es Salaam, Dar es Salaam, Tanzania

Code/abbreviation: Buguruni

Buguruni Anglican Health Centre: Plot no 18,Buguruni Malapa/Kichwele Street, Dar es Salaam, Tanzania

Code/abbreviation: Mwananyamala

Mwananyamal Hospital: Mwananyamala Msisiri B Street. Dar es Salaam, Tanzania

Code/abbreviation: Mnazi Zanzibar

Mnazi Mmoja Hospital, Kaumnda Road, Zanzibar, Tanzania

Zambia

Code/abbreviation: UTH

University Teaching Hospital: Woodlands Area - Nationalist Road, P/B R.W 1X, Woodlands, Lusaka, Zambia

Code/abbreviation: Ndola

Ndola Teaching Hospital: Corner of Nkana & Broadway Roads, Ndola, Zambia

Code/abbreviation: Kabwe

Kabwe General Hospital, Mukobeko Road, off Great North Road, Kabwe, Zambia

Code/abbreviation: KM&C

Kapiri Mposhi District Hospital: Mushimbi Area – Ndola – Kapiri Road, Kapiri Mposhi, Zambia

Code/abbreviation: Matero

Matero Level 1 Hospital: Chitimukulu Rd, Plot 20176, Matero level 1 Hospital Lusaka, Zambia

Code/abbreviation:Chilenje

Chilenje Level 1 Hospital: Chilimbulu Road Plot # 10111, Chilenje level 1 hospital Lusaka, Zambia

Code/abbreviation: KamHospt

Kamuchanga District Hospital: Chirupula Avenue off Chitumko Road, Kamuchanga Area Mufulira, Copperbelt Province, Zambia

Section 5b2. Staff training

The Bidder shall provide training for the operational and maintenance staff as indicated. It shall be carried out by an experienced engineer with not less than 5 years working experience and 2 years working experience with the delivered kind of equipment. The CV of the Trainer has to be provided for acceptance by the Employer. The training shall be carried out in English (Zambia, Ghana, Tanzania) and French (Madagascar) language. If no French-speaking engineer with the above required experience is available, the Bidder has to provide a translator free of charge.

Next to the operation and maintenance of the treatment equipment, the on-the-job training shall include all occupational health and safety issues as they apply to the treatment of healthcare waste and all other operational issues associated with the equipment i.e., personal protective equipment, noise abatement, machine guarding, exposure to blood-borne pathogens and maintenance works. A clear training plan, explaining the contents of the training, shall be provided prior the training to the Employer for acceptance.

The Bidder shall supply a maintenance plan which includes the periodic and annual maintenance works and periods for these works. After the training, the Employer's Personnel shall be able to carry out the periodic, regular maintenance works. It is expected that all tools needed for carrying out regular maintenance will be part of the supplied spare part package. The Bidder shall carry out at least one annual maintenance together with the staff one month before the end of the warranty period.

Section 5b3. Acceptance of the Treatment Equipment:

All different types of bio-hazardous healthcare waste steam treatment equipment shall be allowed, as long as the Bidder provides evidence (homologation test) that the treatment equipment shall comply with international standards for the treatment of bio-hazardous healthcare waste. The treatment equipment should be built in a way that the loading of the waste can be carried out without entering the treatment chamber. If batch operated treatment equipment is offered, it should be equipped with suitable loading carts with a loading capacity of not less than two times the batch capacity.

If Treatment Equipment is offered which requires the shredding or chopping of waste prior to the decontamination process, it shall be ensured that during the shredding or chopping process a negative pressure is applied at the loading hopper and that the area where the shredding is carried out including the loading hopper is hermetically encapsulated to avoid the release of any microorganisms. Exhaust air from the applying of the negative pressure must be sterile filtrated and odors be removed. For the exhaust air the requirements specified in the section on exhaust air treatment must be followed.

If Treatment Equipment is offered which requires the shredding or chopping of the waste prior to the decontamination process, it must be expected that blocking of the shredder or chopping system shall occur due to segregation mistakes. It shall be possible to fully disinfect the entire hopper and shredding system including the waste materials by a thermal process prior to unloading of the waste and any repair and maintenance work. The disinfection level of the hopper, shredder and waste shall reach at least high level disinfection level.

If Treatment Equipment is offered which does not include a manual control (mechanical wheel and cam system) but includes an PCS (process control system), a voltage stabilizer sufficient to stabilize and protect the system is required.

For the acceptance of the supplied treatment equipment, two main tests will be required:

I. Homologation Test (To be carried out in the country of origin with a similar treatment equipment prior to shipment)

II. Commissioning Test (To be carried out after installation).

For the acceptance and validation of the treatment equipment, testing of test loads will be carried out. The test loads will comprise a variety of materials, the composition of which should reflect that of the waste material to be treated. Measuring implements (biological indicators and thermoelements) will be distributed at critical points throughout the test load in a representative manner.

Test loads will include the simulation of porous materials (containers will be filled with horizontal layers of cellulose arranged as uniformly as possible), simulation of lumens (to simulate hollow objects that are open at one or two ends, test carriers will be packed in the requisite containers and placed in the treatment chamber without adding any additional padding) and liquid products (liquids will be simulated by several plastic bottles filled with 0.5L of water). Thermoelements will be inserted in the liquid and the porous materials to monitor the temperature.

For the test, standard test packs will be used to check that, at the levels at which the process variables are set, rapid and even penetration of steam into the pack is attained. The test pack will be composed of plain cotton sheets, each sheet will be bleached white and have an approximate size of 900 mm x 1200 mm. The number of threads per centimeter in the warp will be (30 ± 6) and the number of threads per centimeter in the weft will be (27 ± 5) . The sheets will be washed when new and when soiled and will not be subjected to any fabric conditioning agent. The sheets will be folded to a nominal size of 220 mm x 300 mm and then stacked to a nominal height of 250 mm. After compressing by hand the pack will be wrapped in similar fabric and then secured with tape not exceeding 25 mm in width. The total weight of the pack will be (7 ± 0.7) kg. It is expected that at least two standard test packs will be supplied by the Bidder.

I. HOMOLOGATION TEST

The homologation test shall be carried out in the country of origin of the manufacturer. It will be expected that the Bidder will supply a homologation test report for acceptance by the Employer prior shipment of the equipment. The purpose of the homologation test is to determine what operating data is to be used in the operation of a specific type of treatment system. It also serves to determine exactly what kind of waste may be treated by the process in question, what loading and/or packaging regulations should be followed and where critical levels lie for measurements to be carried out in the future. Another purpose of homologation

testing is to check conformance with general requirements, particularly with regard to malfunctions and the innocuousness of waste water and exhaust air. Homologation test shall be performed in accordance with the manufacturer's recommendations by an international recognized institute (e.g Pasteur Institute, Robert Koch Institute, or comparable) or the equipment was successfully tested by an recognized UNDP project.

The scope of the homologation test shall include a microbiological test (with biological indicators) as well as the physical test (temperature distribution and pressure). The test shall be carried out in empty, under partial and under full load. Biological indicators will be used to determine the limits of process efficiency. Containers filled with porous materials will be fitted with no less than 10 bio-indicators preferably placed in critical locations. The container, in turn, will itself be placed in a critical location within the disinfection chamber. During the homologation test, the maximum possible load of liquids (total and single item) shall be determined.

In the "lumen" and "liquid" test at least five of the test carriers used will be equipped with biological indicators, in quantitative tests, three biological indicators suffice as a rule. Tests will be repeated no less than twice. Tests of processes not belonging to the fractionated-vacuum category will be repeated four times. Homologation test records will show what exposure time has been determined experimentally. Furthermore, such reports will contain descriptions of critical locations and critical batches.

II. COMMISSIONING TESTS

The treatment equipment will be only accepted after successful commissioning test. The inspection and testing of the treatment equipment on site serves the purpose of demonstrating that particular treatment equipment is capable of conforming to the relevant general requirements, provided there is no deviation from the operating instructions. The operating data determined in the course of homologating testing will be applied to the operation of the unit on site, which necessitates proper loading and a proper supply of expendables. This test may be commissioned either by the manufacturer or the Bidder of the unit. All needed consumables for carrying out of the tests have to be supplied by the Bidder.

For the test, as a minimum six tests at two different days, involving a test batch of lumens will be conducted. The test will involve no less than five tests carriers fitted with bio-indicators. The batch in the treatment chamber will be one of the critical batches identified in the homologation test or, alternatively, a full load with liquids. Furthermore, these tests will involve measurement of all physical parameters.

All tests will be only carried out with the physical presence of a representative of the Employer and will be documented. Test records will be supplied to the Employer. At a minimum, test records will show the following:

- I. Type, brand, manufacturing date and location of the tested Treatment Equipment;
- II. Type of test conducted;
- III. A description of procedure involved;
- IV. Type and weight of the load together with a description of the containers used;
- V. Location of the biological indicators and thermoelements;
- VI. Process parameters measurement;
- VII. The results of the test, inclusive of the biological indicator resistance test; and
- VIII. The makes of biological indicators use as well as their batch numbers, expiration dates and, if necessary, package types.

For the acceptance test of steam-based treatment equipment, in total four different parameters will be tested:

A) Microbiological inactivation (Based on the EN 866)

Microbial inactivation is expressed as a probability function, measured as reductions by factors of 10 in survival probability of a microbial population. Suspensions of resistant bacterial endospores will be used as biological indicators. The test generally entails adding the biological indicator to the test loads, running the load through the process and collecting the biological indicator organisms after processing. The micro organism suspensions are plated to quantify microbial recovery.

The first test run is done without microbial inactivation (e.g., no heat, no chemical disinfectant, no irradiation) to establish control conditions. The second run is done under normal operating conditions. Microbial populations are measured in colony forming units (cfu) per gram of waste solids. Calculations are then made to determine microbial inactivation in terms of the logarithms of the number of viable test micro organisms.

The resulting number is equal to the log₁₀ reduction, also known as log₁₀ kill. A log₁₀ kill of 6 is equal to a 99.9999% reduction or a one millionth (0.000001) survival probability or a 10 log 6 kill.

B) Temperature Test

The thermoelements used will be fitted with wires equipped with sturdy, heat resistant insulation sheathing. The thermoelements will be placed at all critical points within the test load, one extra thermoelement being placed at the most unfavourable location within the treatment chamber but outside of the test load. There will be facilities for automatic test data recording. Temperature data will be precise to within +/- 1K.

It is recommended to use thermoelements equipped with sensors made of either copper/copper-nickel or nickel-chromium-nickel having a maximum diameter of 1 mm inclusive insulation. The recorder used should be a temperature compensated dotted line recorder with a minimum of six input ports and a range of between 20-150°C, a usable width of 100 mm, a dot interval length of 1 s whenever possible and a paper feed rate of 240 mm/h minimum.

C) Pressure Test

Pressure will be measured by means of an absolute pressure gauge with an indication or, if possible, recording imprecision of no more than +/- 6 mbar. This pressure gauge will be adequately protected by over temperature and overpressure protection devices.

D) Air removal Test (Based on the EN 867)

To ensure a safe waste treatment by steam, all air will be removed from the treatment chamber. The Bowie Dick test was conceived as a test for successful air removal for sterilizers so called high vacuum porous load sterilizers.

A successful Bowie Dick test indicates rapid and even penetration of steam into the test pack. A failure of this test will indicate the retention of air within the test pack due to, e.g. an inefficient air removal stage. An unsuccessful Bowie Dick test will be the indicator of insufficient air removal.

Section 6: Returnable Bidding Forms / Checklist

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

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

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	<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/Bill of Quantities	<input type="checkbox"/>
▪ Form G: Form of Bid Security	
▪ Annex 3 – Environmental Questionnaire	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Price Schedule:

▪ Form F: Price Schedule Form	<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

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
Does your Company have a written Statement of its Environmental Policy? <i>(If yes, provide a Copy)</i>	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may contact for requests for	Name and Title: [Complete]

clarifications during Bid evaluation	<p>Telephone numbers: [Complete]</p> <p>Email: [Complete]</p>
Please attach the following documents:	<ol style="list-style-type: none"> 1. 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 2. Certificate of Incorporation/ Business Registration 3. 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 4. Trade name registration papers, if applicable 5. Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any 6. 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 7. Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder 8. Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney. 9. Export Licenses, if applicable 10. ISO certification for sustainable production, if applicable 11. Local Government permit to locate and operate in assignment location, if applicable 12. Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country

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]

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
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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 5 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 by complying the requirements stated in this tender document. 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, capacities to perform manufacturing and delivery of requested items in BoQ, extent to which any work would be subcontracted (if so, provide details). Specify the number of years in which the organization / entity is operating in the African region.
- 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, 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 (preferably, bidders are expected to mention in any of the sustainability measures, but not limited to, such as, dimensions of product sustainability, and/or social and environmental considerations for gender equality, human and labour rights, product carbon foot print and life cycle costing).

Table 1 - Offer to Comply with Other Conditions and Related Requirements:

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>			
LOT1					
PPE					
PPE-01-01					
PPE-01-02					
PPE-01-03					
PPE-01-04					
PPE-01-05					
PPE-01-06					
PPE-01-07					
PPE-01-08					
PPE-01-09					
PPE-01-10					
PPE-02-01					
PPE-02-02					
PPE-02-03					
LOG-01					
LOG-01-02					
LOG-01-03					
LOG-01-04					
LOG-01-07					
LOG-01-08					
LOG-01-11					

LOG-02					
LOG-02-01					
LOG-02-02					
LOG-02-04					
LOG-02-06					
LOG-02-08					
LOG-02-09					
LOG-02-10					
LOG-02-11					
LOG-03					
LOG-03-01					
LOG-03-06					
LOG-03-04					
LOG-03-07					
LOG-03-08					
LOG-03-11					
LOG-03-12					
LOG-03-14					
LOG-03-15					
LOG-03-16					
LOG-03-17					
LOG-03-18					
LOG-04					
LOG-04-02					
LOG-04-03					
LOG-04-05					
LOG-04-08					
LOT2					
TRE-01					
Tre-02-04					
TRE-03-02					

TRE-03-05					
TRE-03-07					
TRE-04-01					
TRE-04-02					

Table 2 - Offer to Comply with Other Conditions and Related Requirements

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>	
Delivery Term			
Warranty			
Installation (Lot2 only)			
Testing requirements (Lot2 only)			
Training on operation and maintenance (Lot2 only)			
Local service support (Lot2 only)			
Technical support requirements (Lot2 only)			
After-sale services requirements (Lot2 only)			

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

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>

Education/ Qualifications	[Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<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]
References	<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 Form

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

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if proposed, for Lot1 and Lot2.

Currency of the Bid: US\$

Price Schedule – Overall

Item #	Item Description	UoM	Quantity	Unit Price	Total Price
	Bid Subtotal FCA (Incoterms 2010)				
	Transportation/Delivery Cost				
	Bid Subtotal DAP (Incoterms 2010)				
	Bid Total DDP (Incoterms 2010)				
	Installation				
	Training				
	Warranty				
	After sales				
	GRAND TOTAL				

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

Currency of the Bid: US\$

I. Price Schedule – Ghana

Item #	Item Description	UoM	Quantity	Unit Price	Total Price
	Bid Subtotal FCA (Incoterms 2010)				
	Transportation/Delivery Cost				
	Bid Subtotal DAP (Incoterms 2010)				
	Bid Total DDP (Incoterms 2010)				
	Installation				
	Training				
	Warranty				
	After sales				
	GRAND TOTAL				

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

Currency of the Bid: US\$

II. Price Schedule – Madagascar

Item #	Item Description	UoM	Quantity	Unit Price	Total Price
	Bid Subtotal FCA (Incoterms 2010)				
	Transportation/Delivery Cost				
	Bid Subtotal DAP (Incoterms 2010)				
	Bid Total DDP (Incoterms 2010)				
	Installation				
	Training				
	Warranty				

	After sales	
	GRAND TOTAL	

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

Currency of the Bid: US\$

III. Price Schedule – Tanzania

Item #	Item Description	UoM	Quantity	Unit Price	Total Price
	Bid Subtotal FCA (Incoterms 2010)				
	Transportation/Delivery Cost				
	Bid Subtotal DAP (Incoterms 2010)				
	Bid Total DDP (Incoterms 2010)				
	Installation				
	Training				
	Warranty				
	After sales				
	GRAND TOTAL				

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

IV. Price Schedule – Zambia

Item #	Item Description	UoM	Quantity	Unit Price	Total Price
	Bid Subtotal FCA (Incoterms 2010)				
	Transportation/Delivery Cost				
	Bid Subtotal DAP (Incoterms 2010)				
	Bid Total DDP (Incoterms 2010)				
	Installation				
	Training				
	Warranty				
	After sales				
	GRAND TOTAL				

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

FORM G: Form - I

Bid Security

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

To: UNDP
[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]

FORM G: Form - 2
Advanced Payment Guarantee⁶

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

_____ *[Bank's Name, and Address of Issuing Branch or Office]*
Beneficiary: _____ *[Name and Address of UNDP]*
Date: _____
ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Company]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[insert: date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in words]* (*[amount in figures]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*)⁷ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the

⁶ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

⁷ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the __ day of _____, 2____,⁸ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

⁸ *Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph : "The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contractor's written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee.*

FORM G: Form - 3
Performance Security⁹

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

⁹ If the RFP/ITB requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall use the contents of this template

Name of Bank

Address