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INVITATION TO BID

Construction of the New Medical Warehouse in Manica (Chimoio)

ITB No.: ITB/001/2019

Project: Health System Strengthening

Country: Mozambique

Issued on: 14 June 2019

Contents

Section 1. Letter of Invitation	4
Section 2. Instruction to Bidders	5
A. 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	21
Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities	25
Section 5b: Other Related Requirements	28
Section 6: Returnable Bidding Forms / Checklist	34
Form A: Bid Submission Form.....	35
Form B: Bidder Information Form.....	37
Form C: Joint Venture/Consortium/Association Information Form	39
Form D: Eligibility and Qualification Form.....	40
Form E: Technical Bid FORMAT	42

Section I. Letter of Invitation

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

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

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

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

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

Issued by



Amy Nkuna

Title: Procurement Assistant

Date: **July 1, 2019**

Approved by:



Name: Abdourahmane Dia

Title: UNDP Deputy Resident Representative

Date: **July 1, 2019**

			<ul style="list-style-type: none"> ▪ Bank Guarantee (See Section 8 for template) ▪ Any Bank-issued Check / Cashier's Check / Certified Check
7	41	Advanced Payment upon signing of contract	<p>Allowed up to a maximum of 15% of contract value to facilitate early mobilization and early start-up of the contract. As per UNDP policies, in principle, advance payments shall be backed up by a corresponding bank guarantee or certified cheque valid until the advance has been fully recovered.</p> <ul style="list-style-type: none"> • The amount of the advance payment if paid to the contractor shall be subject to a deduction of a of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment of the works completed.
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Percentage of contract price per day of delay: 0.3% Max. number of days of delay 35, after which UNDP may terminate the contract.</p>
9	40	Performance Security	Required in the amount of 10% of the proposed contract amount.
10	12	Currency of Bid	United States Dollar or New Metical
11	31	Deadline for submitting requests for clarifications/ questions	7 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Amy Nkuna</p> <p>E-mail address: procurement.mozambique@undp.org and tom.musonda@undp.org</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 website http://procurement-notice.undp.org/
14	23	Deadline for Submission	July 15, 2019 12:00 AM Mozambique, Maputo, local time.
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> Courier/Hand Delivery

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 and <input checked="" type="checkbox"/> Portuguese
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	<p>Will be Conducted</p> <p>Potential bidders must attend a mandatory site visit in order to familiarize themselves with the location and characteristics of the site where the works are required. The site visit will enable potential bidders to identify all site conditions, such as necessary availability local facilities, accessibility to the site, among others, in order to make a responsive bid accordingly.</p> <p>A certificate of attendance will be issued, which must be submitted with the bid.</p> <p>Time: 10:00am Local Time Maputo Date : June 27, 2019 12:00 AM Venue : Direcção Provincial da Saúde in Chimoio.</p> <p>The UNDP focal point for the arrangement is: Amy Nkuna E-mail: Procurement.mozambique@undp.org</p>
5	16	Bid Validity Period	90 days
6	13	Bid Security	<p>Required in the amount of USD40,000</p> <p>Acceptable Forms of Bid Security</p>

outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at

https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default

43. Liquidated Damages

- 43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.

44. Payment Provisions

- 44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.

45. Vendor Protest

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

46. Other Provisions

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

shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

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

E. AWARD OF CONTRACT

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

- done business with the Bidder;
 - d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;
 - e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;
 - f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
- 32. Clarification of Bids**
- 32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.
- 32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.
- 32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.
- 33. Responsiveness of Bid**
- 33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.
- 33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 34. Nonconformities, Repairable Errors and Omissions**
- 34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.
- 34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:
- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;
 - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) if there is a discrepancy between words and figures, the amount in words

examination by price.

- c) Qualification assessment (if pre-qualification was not done)
- a) Evaluation of Technical Bids
- b) Evaluation of prices

Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary

28. Preliminary Examination

- 28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.

29. Evaluation of Eligibility and Qualification

- 29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
- 29.2 In general terms, vendors that meet the following criteria may be considered qualified:
- a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;
 - b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,
 - c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;
 - d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;
 - e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and
 - f) They have a record of timely and satisfactory performance with their clients.

30. Evaluation of Technical Bid and prices

- 30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.

31. Due diligence

- 31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:
- a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;
 - b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
 - c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have

- 23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
- 24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
- 24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.
- 24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
- 25. Bid Opening**
- 25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.
- 25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.
- 25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.

D. EVALUATION OF BIDS

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
- 26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
- 27. Evaluation of Bids**
- 27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.
- 27.2 Evaluation of Bids shall be undertaken in the following steps:
- Preliminary Examination including Eligibility
 - Arithmetical check and ranking of bidders who passed preliminary

c. SUBMISSION AND OPENING OF BIDS

22. Submission

- 22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.
- 22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
- 22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.

Hard copy (manual) submission

- 22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
- a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.
- (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:
- i. Bear the name of the Bidder;
 - ii. Be addressed to UNDP as specified in the BDS; and
 - iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS.

If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.

Email eTendering submissions and

- 22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:
- a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;
 - b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.
- 22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link:
<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

23. Deadline for Submission of Bids and Late Bids

- 23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP

request and the responses shall be made in writing, and shall be considered integral to the Bid.

17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.

17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.

**18. Clarification of Bid
(from the Bidders)**

18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.

18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.

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

19. Amendment of Bids

19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.

19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.

20. Alternative Bids

20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.

20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"

21. Pre-Bid Conference

21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.

delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.

- 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
- a) Those that were undertaken together by the JV, Consortium or Association; and
 - b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
- 14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
- 14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

15. Only One Bid

- 15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
- 15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
- a) they have at least one controlling partner, director or shareholder in common; or
 - b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
 - c) they have the same legal representative for purposes of this ITB; or
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;
 - e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.

16. Bid Validity Period

- 16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.
- 16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.

17. Extension of Bid Validity Period

- 17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The

days after the final date of validity of the Bid.

- 12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.
- 12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.
- 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.
- 12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:
 - a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;
 - b) In the event the successful Bidder fails:
 - i. to sign the Contract after UNDP has issued an award; or
 - ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.

13. Currencies

- 13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:
 - a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and
 - b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

14. Joint Venture, Consortium or Association

- 14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
- 14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
- 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.
- 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in

the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.

- | | | |
|---|-------------|--|
| 6. Cost of Preparation of Bid | 6.1 | The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| 7. Language | 7.1 | The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS. |
| 8. Documents Comprising the Bid | 8.1 | <p>The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid. |
| 9. Documents Establishing the Eligibility and Qualifications of the Bidder | 9.1 | The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction. |
| 10. Technical Bid Format and Content | 10.1 | The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB. |
| | 10.2 | Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified. |
| | 10.3 | When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS. |
| | 10.4 | When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB. |
| 11. Price Schedule | 11.1 | The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB. |
| | 11.2 | Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price. |
| 12. Bid Security | 12.1 | A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) |

whether they are subject to any sanction or temporary suspension imposed by these organizations.

- 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

4. Conflict of Interests

- 4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
- a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or
 - c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
- 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.
- 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:
- a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and
 - b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.
- Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.
- 4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.

B. PREPARATION OF BIDS

5. General

Considerations

- 5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
- 5.2 The Bidder will not be permitted to take advantage of any errors or omissions in

Section 2. Instruction to Bidders

GENERAL PROVISIONS

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

			<p>Original: one (1) Copies: two (2), in addition to two (2) soft copies on CD/DVD (when submitted in hard copy) Submissions must be identical and include all required documents. In the event of any discrepancies the "original proposal" submitted in hard copy shall govern.</p> <p>Bidders are advised to use the electronic excel Bill of Quantities (Annex I) by inserting rates only which must be submitted in excel format without alteration in addition to the PDF/hardcopy.</p> <p><input checked="" type="checkbox"/> Submission by email</p>
15	22	Bid Submission Address	<p>For hard copies Tender Box located at UNDP Mozambique (Av. Kenneth Kaunda 921/931 – Maputo – Mozambique)</p> <p>For electronic submission E-mail address: procurement.mozambique@undp.org</p>
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only and additional copy of Bill of Quantities in excel format. ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 10Mb <ul style="list-style-type: none"> ▪ Mandatory subject of email: UNDP MOZ ITB 01-19 Construction of the new medical warehouse in Chimoio (Manica) ▪ Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: UNDP Mozambique (Av. Kenneth Kaunda 921/931 – Maputo – Mozambique. <p>Note that there is no restriction to number of files to be transmitted. Offers can be divided in several files provided if each of them are smaller than 10 Mb and that they are all received in the above stated email address before the stipulated deadline.</p> <p><input checked="" type="checkbox"/> No. of copies to be transmitted : 1</p>
17	25	Date, time and venue for the opening of bid	<p>Date and Time: July 15, 2019 2:00 PM</p> <p>Venue: UNDP Mozambique (Av. Kenneth Kaunda 921/931 – Maputo – Mozambique.</p>

Bids will be publicly opened in the presence of bidders representatives who choose to attend in person.

18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	<i>August 1, 2019</i>
20		Maximum expected duration of contract	10 Calendar Months
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Civil Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other documents that must be Submitted to Establish Technical responsiveness of the offers in response to the ITB.	

Section 4. Evaluation Criteria

Preliminary Examination Criteria

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

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

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
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 ▪ If the bidder is awarded the contract he must agree to follow the local construction regulation requirements for public buildings. 	Form B: Bidder Information Form

QUALIFICATION

History of Non-Performing Contracts¹	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	<p>Minimum documented 5 years of general experience in civil works, in the role of contractor, major subcontractor and/or management contractor. Specific experience in the construction of the following works is required:</p> <ul style="list-style-type: none"> - Rehabilitation of warehouses - Construction of warehouses - Construction of Pharmaceutical Infrastructure - Structure includes precise floor levelling <p>Participation as contractor, management contractor and/or major subcontractor in at least a minimum 2 contracts of similar value, nature and complexity implemented over the last 5 years that have been successfully and substantially (80% or more) completed.</p> <p>At least one of the contracts shall demonstrate earlier experience in the region or Africa.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
Financial Standing	<p>Minimum average annual turnover of USD3,000,000 for the last 3 years.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form

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

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

Other documents that must be Submitted to Establish Technical responsiveness of the offers in response to the ITB include:

A) TEAM COMPOSITION AND STRUCTURE. The Bidder shall enclose in the bid the time-effort of each member of the team to be allocated for each stage/ milestone, expressed in number of working days.

Submission of documentary evidence, in the way of signed CVs, demonstrating that the Bidder has the following minimum key personnel (See Section 5, Form 8)

- A Team leader with minimum 10 years of experience in the management civil construction works.
- One or more structural engineers, each with a minimum 5 years of experience in the design, rehabilitation and/or construction of vertical works.
- One or more quantity surveyors, each with a minimum of 5 years' experience.
- One or more warehouse specialists, each with a minimum 5-year experience in the design, construction and/or supervision of warehouse civil works.
- One or more electrical/energy engineers, each with a minimum of 5 years of experience in the design, supply and installation of energy efficient electrical equipment and temperature control systems.

B) DETAILED WORK PLAN. The Bidder shall submit a work plan that illustrates the methodology to be followed in the implementation of the work activities. The work plan shall include:

- Time Schedule of Works. This will show a detailed list of all work activities beside their duration and sequence and delivery milestones as outlined in Schedule of Requirements and Technical Specifications/Bill of Quantities, Section 5a, within a frame of 8 calendar months from the Contract start date. This schedule shall also include the critical path and resource allocation, both human and material, to assure proper planning of work activities.
- Schedule of Material Supply. The above time schedule of works shall include the dates and quantities of material supply as well as the equipment supply. No delays are accepted due to delay in or insufficient material supply for works in the local market.

IMPORTANT: (A) The Bidder can use MS Project (or similar software) for the composition of the Work Plan; (B) Before the initiation of the works, the Contractor may be requested to do all pertinent modifications in the time schedule proposed by the Employer; (C) Written approval on the Work Plan must be obtained prior to execution of the project.

C) SUBCONTRACTING. The maximum percentage of the Contract value allowed to be Subcontracted under this ITB is fixed at 30% of Contract value, except for the pre-engineered steel buildings works, where the whole item (regardless of the percentage) can be Subcontracted and other specialist installations and equipment. The Bidder shall enclose in the bid:

- c) A certified agreement between the Contractor and the Subcontractor.
- d) And where the Contractor is proposing to Subcontract more than 10% of the total value of the Contract, the following details shall be also enclosed in the bid submission (highlight cells in the BOQ attached in this ITB to indicate subcontracting details and include a letter of confirmation):
 - i) BOQ item number to be subcontracted
 - ii) Value of item to be subcontracted
 - iii) Name of Subcontractor(s)
 - iv) Full qualifications and resources details for the proposed Subcontractor(s) for evaluation purposes.

D) EQUIPMENT

- Two Tipper/dump trucks with a minimum capacity of 15 tonnes.
- Two concrete mixers each with a minimum capacity of 500m³
- One TLB Excavator
- Minimum One mobile crane
- One Cylindrical Roller Compactor

Financial Evaluation

Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.

Form F: Price
Schedule Form

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.

Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities

A. PROJECT INFORMATION (BACKGROUND)

The “Health System Strengthening” (HSS) Project is to undertake the construction, rehabilitation of warehouses and TB Wards and shelters, as part of the grant agreements between the Ministry of Health of the Republic of Mozambique (MoH) with the Global Fund to fight AIDS, Tuberculosis (TB) and Malaria (GF), in Mozambique in the area of HIV and TB (MOZ-H-MOH, MOZ-T-MOH and MOZ-M-MOH) (the “Grant Agreements”). Within this project UNDP will support the Ministry of Health of the Republic of Mozambique, through the Central Medical Store of Mozambique (CMAM) to strengthen the capacities of the national medicine supply system; and the National Tuberculosis Control Programme (NTP) to provide quality health services to the population of Mozambique at national and local level, living in remote areas, in absolute poverty, which includes people living with HIV and AIDS, Multi-drug Resistant Tuberculosis (MDR-TB) and Malaria patients.

UNDP intervention under this Project will contribute to the implementation of the CMAM Strategic Plan for Pharmaceutical Logistics (PELF) in two phases. In phase I, UNDP will support the reconstruction of Manica warehouse, five MDR-TB hospitals and seventeen waiting areas for the TB patients. In Phase II, UNDP will manage the rehabilitation of 10 provincial warehouses and of the Beira Regional warehouse. UNDP support will contribute to the CMAM and NTP efforts to improve treatment outcome of MDR-TB, infectious disease control, and storage conditions of the medicines, vaccines and other health products.

The main objective of the HSS Project is to strengthen the national health system by reinforcing the medical supply chain system management and enhancing the MDR-TB treatment outcome through:

- e) Improved safety, security and storage conditions of medicines, vaccines and other health products at sub-national level through the construction of a provincial warehouse in Chimoio (Phase I),

B. SCOPE OF REQUIRED WORKS

The scope of works for the proposed project is attached as a separate document (Annex I Specifications) for easy reference.

C. TENDER DRAWINGS

The tender drawings are abound separately separate as Annex II. The bidder’s attention is directed to awards taking into account the tender drawings which contain important technical information before inserting the rate in the bill of quantities.

D. BILL OF QUANTITIES (BOQ)

The Bills of Quantities for the proposed project is in Annex III attached as a separate document for easy reference. All the items in the Bills of Quantities must be priced unless otherwise stated. Should any item remain unpriced then it shall be deemed to be included with the bidder’s prices elsewhere.

Pricing Preamble

Bidders are advised to read this price preamble before inserting rates in the provided bill of Quantities.

1. The Bidder's attention is directed to the UNDP Conditions of Contract, the technical specifications and the tender diagrams and drawings which are to be read in conjunction with the Bill of Quantities.
2. Except where special provision is made in the Bill of Quantities, the rates and prices inserted shall be the full inclusive rates and prices for the finished work described in the Specifications, the contract diagrams, drawings and Bill of Quantities for the respective items and shall cover all supervision, temporary work, transport, plant, equipment, tools and incidentals, overhead charges, maintenance, watching, lighting and profit, as well as the general liabilities, obligations and risks, charges and profit being spread proportionally over the rates in the Bill of Quantities. The Contractor shall have no claim for further payment in respect of any work or method of execution which may be described in the Contract even though, apparently, no corresponding item is given in the Bill of Quantities.
3. The Contractor is to set a rate against each item in the Bill of Quantities whether quantities are stated or not. Items against which no rate is entered by the Contractor will not be paid for when executed, but will be regarded as covered by other rates in the Bill of Quantities.
4. No allowance will be made for waste, laps, circular work, cutting, etc. unless specifically stated and no deductions will be made in blockwork for grout, nicks, joggle holes or rounded arises or in concrete for sinkages, for fitting ironwork, etc. The quantities of work and material stated in the Bill of Quantities are not to be considered as limiting or extending the amount of work to be done or material to be supplied by the Contractor.
5. The rates inserted in the Bill of Quantities are to include the cost of provision, operation, maintenance and removal on completion of all construction plant and temporary works required for the execution of the work, and the costs of all tests and contingencies referred to in the specifications.
6. The rates shall be carefully proportioned, having regard to the special conditions of the work in each case.
7. The Client reserves the right to request Bidders to supply any information required to properly assess the unit rates tendered and inserted in the Bill of Quantities.
8. When the Bid is being considered for acceptance it will be arithmetically checked. Where discrepancies or anomalies occur the Client reserves the right to call for adjustment as may be considered necessary. Any error in the Bill of Quantities shall be corrected and any necessary adjustments made to make the revised total Bid Amount in accordance with provisions set out in the issued ITB document.
9. The brief descriptions of the items given in the Bill of Quantities are purely for the purpose of identification and in no way modify or supersede detailed descriptions given in the Conditions of Contract or the technical specifications and the contract diagrams and drawings. When pricing items,

reference is to be made to the Conditions of Contract and the technical specifications and the contract diagrams and drawings for the full descriptions of work and materials.

10. No claims shall be entertained upon misunderstanding or misinterpretation of Contract Documents. If the Contractor is uncertain as to the meaning, he shall contact the Employer to satisfy himself, before submitting his Bid during the period allowed for clarifications.

IMPORTANT: Bidders are required to pay special attention to the detailed description of the minimum technical requirements, characteristics and specifications required for the different components / elements of the required works.

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: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Term [INCOTERMS 2010]	All prices for materials and equipment included in this ITB shall be understood as DAP Monica (Chimoio), location of new medical warehouse, off-loaded and installed.
Exact Address of Delivery/Installation Location	Manica (Chimoio), project site
Customs, if needed, clearing shall be done by:	TBA
Commissioning	Contractor will be responsible for commissioning of all equipment included in this ITB. Corresponding prices / costs shall be factored accordingly in the bidder's offer.
Warranty/Guarantee	<p>The successful Contractor must provide a warranty period of 12 calendar months following issuance of the Certificate of Substantial completion of works, which will run concurrently with the Defects Liability period.</p> <p>The warranty will exclude malicious damage or end user damage to works by third parties.</p>
Liability Insurance	<p>The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of 300% of the price of the Contract per occurrence, with number of occurrences unlimited. The liability insurance shall be submitted by the Contractor within seven (7) days of receipt of the letter of Intent, and before contract signature and start of works, and shall be valid until end of defects liability period (i.e. twelve months after the intended completion date).</p> <p>Insurance policies (All risks insurance, public liability insurance - third parties & Workers' compensation insurance) should be issued by the successful bidder subject to the general conditions, terms and conditions of the contract, and as per/ in compliance with the applicable Labour Law in the Republic of Mozambique.</p>
Defects Liability	Any damage resulted from defect in execution by the Contractor on the executed works during the defects liability period should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from UNDP (or its appointed representative); and if the contractor does not repair these damages during the above specified period, then UNDP does these repairs at the expense of the contractor, which shall be deducted from due sums against the Maintenance Guarantee.

Payment Terms	<p>UNDP shall issue payments to the contractor according to an agreed payment modality based millstone (refer to attached draft contract).</p> <ul style="list-style-type: none"> On each payment, UNDP shall withhold a per centum of the invoice amount, up to a maximum of 10% of the total amount of the payment due to the contract as retention. Half of this amount (5%) shall be returned to the Contractor within thirty (30) days upon the substantial completion and taking-over of the Works, and the remaining (5%) will be retained until the contractor furnishes the Retention Bank Guarantee which will be issued in the amount of 5% (five-percent) of amount retained, and to be valid until the end of the one year defects liability period. The said remaining (5%) of the contract value shall be returned to the contractor within Thirty (30) days as of the date of receipt of the Maintenance Bank Guarantee. Payment schedule will be discussed during the contract preparation.
Safety, Health & Welfare Plan	<p>Upon contract award, the contractor should provide, as part of his contractual commitments, a detailed Safety, Health & Welfare plan, being part of the overall program of works, subject to the Engineer approval. Contractor to bear all the costs associated with implementation of the said Safety, Health & Welfare plan.</p> <p>The said Safety, Health & Welfare plan shall be based on the following Safety manual, "Safety, health and welfare on construction sites/A Training Manual - International Labour Office Geneva (1999 version)"</p> <p>The above mentioned Safety manual shall be an integral part of the tender and contract documents and the contractor is obligated to fully comply with the guidelines and instructions contained in the said manual, all to the satisfaction of the UNDP appointed Engineer.</p> <p>Important: The contractor shall also implement fully the applicable Safety measures contained in the approved Safety plan during mobilization stage before actual work starts.</p>
Special Requirements	<p>1. Miscellaneous</p> <p>a) Time Schedule:</p> <p>The contractor is required to submit a time schedule for the all activities and deliverables of the project as outlined in the BDS and the sequence of work activities using MS-Project (or equivalent) software. This time schedule should be reviewed and approved by the engineer before the initiation of work activities. The contractor has to update it and do all modifications deemed necessary to work activities as per the instructions of the engineer.</p> <p>The contractor shall carry out quantity verification to be executed before the start-up of work activities. Written approval on the scope</p>

	<p>of works shall be obtained prior to implementation process.</p> <p>b) Schedule of material supply No delays are accepted due to delay in or insufficient material supply for works in the local market. Hence a schedule for material supply is required before starting up activities.</p> <p>The time schedule of works should include the dates and quantities of material supply as well as the equipment supply to assure proper planning of work activities.</p> <p>c) Work plan The contractor shall submit a written work plan that illustrates the methodology to be followed in implementation of the work activities.</p> <p>d) Samples and catalogues: The contractor shall submit all samples and /or catalogues for all materials to be used on the project to verify their compliance with the technical specifications as follows:</p> <p>The samples will be handed along with the request of material approval as per the schedule of material supply such that one week is allowed to obtain approval before order of material supply is placed.</p> <p>The samples and catalogues should show the data of technical specification. In case there is no possibility to obtain a sample, the catalogue might be accepted after the engineer approval.</p> <p>e) Cash – Flow: The contractor shall submit a cumulative cash flow chart (S- curve) expected during implementation. Updates should be carried out on regular basis to adapt the actual expenditure on the project.</p> <p>f) Monthly reports and photographs: The contractor shall submit monthly reports in three copies reflecting the actual progress of works in percentage, executed work activities, obstacles and difficulties faced and photos showing such progress.</p> <p>g) Contract documents: All tender documents stipulated in the ITB should be preferably submitted, signed and stamped. It is deemed that all mentioned in the technical specification (General and Specific), drawings, bill of quantities, pre-bid meeting notes and/or any addendum thereof are included in the unit prices of the items and no extra charges will be paid in that respect.</p>
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2) WORKMANSHIP:

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

3) DRAWINGS:

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

4) As-Built Drawings:

The Contractor is responsible to submit as-built drawings before the preliminary handing over in two hard copies A3 size and three CD's. They should show all details (civils, structural, mechanical, and electrical along with services routes, trenches, manholes, and levels etc). The drawings will be submitted to UNDP and/or the appointed Engineer who will review accordingly.

5) Discrepancies and mistakes in tender documents:

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

INSPECTION OF SITE:

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

while pricing.

SUB-CONTRACTORS:

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

EQUIVALENCE AND ENGINEER'S INSTRUCTION:

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

6) SITE MEETINGS:

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

7) TESTING:

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

8) SPECIFICATIONS:

Specifications are the approved as indicated in the ITB.

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

9) TAKE OFF QUANTITIES AND PRICING:

a) Description of items

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

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

b) Deliverables and pricing

Costing for each BOQ item shall be based on the information provided in this ITB.

- (i) The contractor has to include all expenses that might occur in his overhead expenses and no claims will be accepted regarding this issue.

- (ii) Price shall include fees of testing according to specification and engineer's instruction. UNDP has the right to change the testing laboratory from time to time.

10) PROJECT SIGN BOARDS:

The contractor has to supply and install two project sign boards before the start-up of work activities. All information and logos that have to be included on the board will be provided by the engineer during the mobilization period.

11) Temporary installations during implementation

All temporary installations needed to facilitate the implementation and completion of the project works will be carried out by the contractor at his own expense. Such temporary installations shall be removed by the contractor after completion of the project works. In case of any delays by the contractor in establishing the temporary installations or any part thereof and in the removal of these installations or any part thereof, the Engineer shall have a right to establish these temporary installations and to remove them at the end of the project at the expense of the contractor. Such expenses, if happened, will be reduced from the amounts payable to the contractor without any objection to the action or the cost.

The contractor to safeguard the site, the works, materials and plant from damage and theft. Take all reasonable precautions to prevent unauthorised access to the Works.

12) Warehouses

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

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"/>
▪ From G: Form of Bid Security	<input type="checkbox"/>
▪ [Add other forms as necessary]	<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) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may	Name and Title: [Complete]

**contact for requests for
clarifications during Bid evaluation**

**Please attach the following
documents:**

Telephone numbers: [Complete]

Email: [Complete]

- Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured
- Certificate of Incorporation/ Business Registration
- Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder
- Trade name registration papers, if applicable
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- 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
- Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder
- Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.
- Export Licenses, if applicable
- Local Government permit to locate and operate in assignment location, if applicable
- 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:

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]

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

☐ Non-performing contracts did not occur during the last 3 years

☐ Contract(s) not performed in the last 3 years

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

☐ No litigation history for the last 3 years

☐ Litigation History as indicated below

Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

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

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

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

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

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

Financial Standing

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

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

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

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

Form E: Format of Technical Bid

Name of Bidder: [Insert Name of Bidder]

Date:

ITB reference: [Insert ITB Reference Number]

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

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

SECTION 2: Scope of Supply, 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 works, goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

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

Other Related services and requirements (based on the information provided in Section 5b)	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply (indicate discrepancies)	
Warranty on construction and specialist installations			
Local Service Support on specialist installation			
Training on all installation			

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]

Education/ Qualifications	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
Professional certifications	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<p><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></p> <p>[Insert]</p>
References	<p><i>[Provide names, addresses, phone and email contact information for two (2) references]</i></p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

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 Bill of Quantities (BOQ) to be priced are attached separately as excel sheet - Annex I

The Bidder is required to insert only the rate in the BOQ where formulas are already inserted and password protected. The bidder can only use this BOQs to price their bid.

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

FORM G: Form of Bid Security

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

To: UNDP
[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]
[insert: address and email address]*

