

INVITATION TO BID

Ref. ITB-TKM-002-2014

**Repair and engineering works in MDR-TB department
of Central prison hospital MRK-15
at Turkmenbashi settlement of Mary velayat in Turkmenistan**

**UNDP Project “Purposeful strengthening and expanding of qualified services on
tuberculosis diagnostics and treatment in Turkmenistan” funded by the Global
Fund to fight AIDs, Tuberculosis and Malaria (GFATM)
Ashgabat**



**United Nations Development Programme
April 2014**

Section 1. Letter of Invitation

Ashgabat, Turkmenistan

Date: 22 April, 2014

Ref. ITB-TKM-002-2014

Subject: Repair and engineering works in MDR-TB department of Central prison hospital MRK-15 at Turkmenbashi settlement of Mary velayat in Turkmenistan

Dear Sir/ Madam,

The United Nations Development Programme (UNDP) in Turkmenistan as a Principal Recipient of the Global Fund to fight AIDs, Tuberculosis and Malaria hereby invites you to submit a Bid to this ITB for the above reference subject.

To enable you to submit a bid, please, find enclosed the following documents:

Section 1	This Letter of Invitation
Section 2	Instructions to Bidders (including Data Sheet)
Section 3 a	Schedule of Requirements and Technical Specifications
Section 3 b	Related Services
Section 3 c	Scope of Works
Section 4	Drawings with Explanatory Notes
Section 5	Price Schedule Form (Bill of Quantities)
Section 6	Bid Submission Form
Section 7	Documents Establishing the Eligibility and Qualifications of the Bidder
Section 8	Technical Bid Form
Section 9	Detailed Schedule of Construction Materials
Section 10	Bid Security Form
Section 11	Checklist for Bidders
Section 12	Model Contract for Works
Section 13	UNDP General Terms and Conditions for Civil works

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

Bids, sealed in an envelope, must be delivered to UNDP Office before **COB 18:00 (local time) on 17 June 2014** with a subject "ITB-TKM-002-2014" at the below address or sent electronically to the following e-mail address (Total size of email should not be more than 2MB):

United Nations Development Programme
UN House, Reception
40, 1995 (former Galkynysh) Street, 744004,
Ashgabat, Turkmenistan

E-mail for submission of bids: itbsubmission.002.2014.tm@undp.org

Late bids shall be rejected.

Pre-Bid conference will be held on **6 May 2014, at 10:00 AM** local time at UNDP CO at the above address. Presence of authorized representatives of bidders is very welcomed.

Bids will be opened in the presence of Bidders' Representatives, authorized to attend on **17 June 2014 at 18:15** local time at the UNDP Office at the above address.

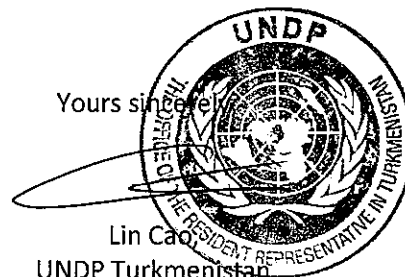
This letter is not to be construed in any way as an offer to contract with your firm.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB through the following electronic address: ltb.002.2014.tm@undp.org.

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

Yours sincerely,



Lin Cao
UNDP Turkmenistan

Resident Representative a.i.

Section 2: Instruction to Bidders

Definitions

- a) *"Bid"* refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *"Bidder"* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *"Contract"* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *"Country"* refers to the country indicated in the Data Sheet.
- e) *"Data Sheet"* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *"Day"* refers to calendar day.
- g) *"Goods"* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *"Government"* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *"Instructions to Bidders"* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *"ITB"* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *"LOI"* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *"Material Deviation"* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *"Schedule of Requirements and Technical Specifications"* refers to the document included in this ITB

as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

- n) *"Services"* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *"Supplemental Information to the ITB"* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencypdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other

- documents to be used for the procurement of the goods and related services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid :

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

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

- 7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
- 8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

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

- 9.1 Bid Submission Cover Letter Form (see ITB Section 6);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 7);
- 9.3 Technical Bid (see prescribed form in ITB Section 8);
- 9.4 Price Schedule (see prescribed form in ITB Section 5);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

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

13. Language

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

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 6 of this ITB.

15. Technical Bid Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
 - b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
 - c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

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

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

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 5). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 7, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have 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
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

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

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

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

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

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

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

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

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

20. Alternative Bid

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

21. Validity Period

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

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

22. Bidder's Conference

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

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

D. SUBMISSION AND OPENING OF BID

23. Submission

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

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

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

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

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

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 13.

24. Deadline for Submission of Bid and Late Bids

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

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

25. Withdrawal, Substitution, and Modification of Bid

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.
- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

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

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

27. Confidentiality

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

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

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

E. EVALUATION OF BID

28. Preliminary Examination of Bid

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

29. Evaluation of Bid

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

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

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

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

- available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

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

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

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

31. Responsiveness of Bid

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

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

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

32. Nonconformities, Reparable Errors and Omissions

32.1. 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.

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

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

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

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

F. AWARD OF CONTRACT

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

- 33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.
- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_prot est/)

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

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

36. Contract Signature

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

Failure of the successful Bidder to comply with the requirement of ITB Section F.35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

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

39. Vendor Protest

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

Instructions to Bidders

DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	This tender is organized in the framework of UNDP project "Purposeful Strengthening & Expanding of Qualified Services on Tuberculosis Diagnostics & Treatment in Turkmenistan" funded by the Global Fund to fight AIDS, Tuberculosis and Malaria.
2		Title of Goods/Services/Work Required:	Repair and engineering works in MDR-TB department of Central prison hospital MRK-15 at Turkmenbashi settlement of Mary velayat in Turkmenistan
3		Country:	Turkmenistan
4	C.13	Language of the Bid:	✓ <u>English</u> or ✓ <u>Russian</u>
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	✓ <u>Not allowed</u>
6	C.20	Conditions for Submitting Alternative Bid	✓ <u>Shall be considered.</u> A Bidder may submit an alternative Bid, <u>but only if it</u> also submits a Bid that meets the base case (i.e., what is originally required by UNDP in this ITB). UNDP shall only consider the alternative bid offered by the Bidder whose Bid for the base case was determined to be a responsive Bid that offers the lowest price.
7	C.22	A pre-Bid conference will be held on:	Time: 10:00 A.M. local time Date: 6.05.2014 Venue: UNDP Country Office at the below address

			<p><u>The UNDP focal point for the arrangement is:</u> Gulnara Annaberdiyeva UNDP Procurement Associate Address: 40 Galkynysh Street, UN House, Ashgabat, 744000, Turkmenistan Telephone: (99312) 425250 (ext. 243) E-mail: gulnara.annaberdiyeva@undp.org</p>
8	C.21.1	Period of Bid Validity commencing on the submission date	✓ 90 days
9	B.9.5 C.15.4 b)	Bid Security	✓ Required Amount: 2% of the bid amount Form: Template of Bid Security Form is given in Section 10 of this ITB.
10	B.9.5	Acceptable forms of Bid Security	✓ Bank Guarantee (See Section 10 for template)
11	B.9.5 C.15.4 a)	Validity of Bid Security	90 days from the last day of Bid submission. <u>Bid Security of unsuccessful Bidders shall be returned.</u>
12		Advanced Payment upon signing of contract	The Bidder may receive an advance in the amount of maximum USD 30,000.00.
13		Liquidated Damages	✓ Will be imposed under the following conditions: Percentage of contract price per day of delay : 0.1% Max. no. of days of delay : 10 % of contract value Next course of action: might lead to contract termination.
14	F.37	Performance Security	✓ Not required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	✓ United States Dollars (US\$) To facilitate evaluation and comparison, the prices shall be quoted by the bidder in: US Dollars. Resulted contract with Foreign bidder will reflect the US Dollars currency, whereas contract with Local Bidders will be made in local currency. The UN Operational Exchange Rate: \$1=TMT 2.85 (fixed exchange rate).

16	B.10.1	Deadline for submitting requests for clarifications/questions	5 calendar days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ¹	<p>Focal Person in UNDP: Gulnara Annaberdiyeva, Procurement Associate</p> <p>Address: 40 Galkynysh Street, Ashgabat, Turkmenistan</p> <p>Fax: (99312) 42 53 17</p> <p>E-mail address dedicated for this purpose: itb.002.2014.tm@undp.org .</p> <p>Kindly note, a direct phone query for clarification will not be entertained. Any request for clarification must be sent in writing via electronic means.</p>
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<p>✓ Direct communication to prospective Bidders by email or fax, and Posting on the following websites:</p> <p>www.undptkm.org;</p> <p>https://procurement-notice.org;</p> <p>www.ungm.org;</p> <p>www.vestnik.com;</p> <p>www.devbusiness.com</p>
19	D.23.3	No. of copies of Bid that must be submitted	<p>Original : 1 (one)</p> <p>Copies : 1 (one)</p>
20	D.23.1 b) D.23.2 D.24	Bid submission address	<p>United Nations Development Programme</p> <p>UN House, Reception</p> <p>40, 1995 (former Galkynysh) Street, 744004, Ashgabat, Turkmenistan</p>
21	C.21.1 D.24	Deadline of Bid Submission	<p>Date: 17 June 2014</p> <p>Time: 18:00 local time</p>
22	D.23.2	Manner of Submitting Bid	<p>✓ Courier/Hand Delivery</p> <p>✓ Electronic submission of Bid</p>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p>✓ Official Address for e-submission: itbsubmission.002.2014.tm@undp.org</p> <p>✓ Format : PDF files only</p> <p>✓ Mandatory subject of email : ITB-TKM-002-2014</p> <p>✓ Time Zone to be Recognized: GMT+5</p>

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

24	D.23.1 c)	Date, time and venue for opening of Bid	Date: 17 June 2014 Time: 18:15 p.m. Venue : UNDP address listed above
25		Evaluation method to be used in selecting the most responsive Bid	<ul style="list-style-type: none"> • Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and • Lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	<p>Bids should <u>mandatorily</u> include:</p> <ul style="list-style-type: none"> • Bid Submission Form: Fully completed and duly authorized (See Section 6 for template); • Price Schedule Form/ Bill of Quantities: Fully completed and duly authorized (See Section 5 for template); • Detailed schedule of construction materials <u>by type of works</u> (See Section 9 for template); • Technical description of offered ventilation equipment: fully completed and duly authorized Section 3a's table; • Descriptive literature: Bidders shall provide full technical details of offered ventilation equipment in technical sheets or catalogues with pictures showing detail and general views of the equipment and components. Specific details/models of items offered should be clearly stated as standard technical sheets or catalogues may offer different options. • Technical Bid Form: Fully completed and duly authorized (See Section 8 for template) ; • Bid Security Form: Fully completed and duly authorized (See Section 10 for template); • Copies of business registration documents and valid licenses (including license for ventilation works and others), permitting the bidder and/or it's subcontractor (s) to perform relevant type of work; • Preliminary agreement (or Letter of Intent) between the bidder (general contractor) and subcontractor (s) to perform relevant works (ventilation part, for instance). This is relevant in case if general contractor will involve subcontractors under the project; • Documents Establishing the Eligibility and Qualifications of the Bidder (See Section 7 for template); • 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;

			<ul style="list-style-type: none"> • Quality Certificates (e.g., ISO, etc) and /or other similar certificates, accreditations and awards received by the Bidder, if any; • Audited Financial Statements (Income Statement and Balance Sheet) including Auditor's Report for 2 out of the last 3 years. • Price Schedule Form (Bill of Quantities) in the CD. The name of the company must be specified on the face of the disc, the signature of the head of company and the tender number with indelible marker; • Check list for bidders (See Section 11 for template). <p>With information on above points, the Bidder must demonstrate proper resources and expertise to tackle all areas involved in this project.</p> <p>All submittals shall bear seal and signature of bidder and UNDP may request additional supporting documentation.</p> <p>Failure to provide all the above mentioned information may result in the bid being rejected. Bids that are unclear or leave room for interpretation may be considered non-responsive and hence not be evaluated.</p>
27		Other documents that may be Submitted to Establish Eligibility	Please refer to Data sheet point 26 above.
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	Please refer to Data sheet point 26 above.
29	C.15.2	Latest Expected date for commencement of Contract	August 2014
30	C.15.2	Maximum Expected duration of contract	<p>154 (one hundred and fifty four) calendar days from contract effective date.</p> <p>The main stages of this projects include:</p> <ul style="list-style-type: none"> • Order and manufacturing of ventilation equipment at manufacturing factory; • Preparatory works and delivery of equipment and materials to the construction site; • Mobilization; • Dismantling works; • Concrete works for the ventilation chamber and jumpers;

			<ul style="list-style-type: none"> • Laying in the construction of walls and ceiling of electrical cables; • Installation of suspended ceilings made of alchipan; • Installation of ventilation and air-conditioning systems; • Installation of aluminum door and window frames; • Masonry and thermal insulation of ventilation chamber's wall, including on the roof; • Installation of automation systems; • Finishing works; • Works on commissioning of ventilation systems; • Metal slab for ventilation chamber; • Painting and finishing repairs. <p>In his proposal (See Section 8. Technical Bid Form for template) the Bidder shall provide schedule of execution detailing critical milestones with major activities from the commencement date until the completion of works.</p>
31		UNDP will award the contract to:	✓ One Bidder only
32	F.34	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria</u></p> <p>✓ Non-discretionary "Pass" or "Fail" rating on the detailed contents of Technical Bid.</p> <p>NB. Only bids offering services with the characteristics meeting or exceeding those defined in the ITB (i.e., rated "pass") shall be considered acceptable and responsive or compliant. The lowest-priced offer among the technically compliant/responsive offers shall be selected.</p> <p><u>Bid Evaluation Criteria</u></p> <p>During preliminary evaluation submitted bids will be reviewed to determine compliance with the following formal requirements:</p> <ul style="list-style-type: none"> • The offer includes required Bid Security Form (format, amount, duration); • The offer meets required offer validity; • The offer is not included among UNDP suspended companies list; • The offer is complete; <p>The offers that fail to meet the above listed minimum requirements can be deemed unresponsive.</p>

			<p>After preliminary examination, offers will be thoroughly reviewed to determine qualification and competence of bidders and technical conformity of offered products and services. Technical evaluation shall be conducted against the following criteria and requirements:</p> <ul style="list-style-type: none"> • Conformity of offered equipment and materials to technical specifications; • Appropriateness of delivery/completion time and terms; • Sufficiency of after-sales services and/or technical support, warranty conditions; • Registration documents and appropriate licenses are available to fulfill duties are required; • Minimum no. of years of experience in contracts of similar nature and complexity: <i>2 years</i>. Experience in renovation of medical and penitentiary institutions with installation of HVAC will be considered as advantage; • Qualification of personnel to be assigned to UNDP contract (<i>minimum 2 years of experience after Degree</i>); • Financial standing and capacity of the offeror.
33	E.29	Post qualification Actions	<ul style="list-style-type: none"> ✓ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ✓ Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; ✓ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; ✓ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed.
34		Conditions for Determining Contract Effectivity	N/a
35		Other Information Related to the ITB	N/a

Section 3a: Schedule of Requirements and Technical Specifications

Scope of this ITB includes delivery, installation, commissioning of ventilation equipment and repair works. The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for works.

The costs of visiting the Site shall be at the Bidder's own expense. UNDP will organize a joint visit for all tender participants to the Site of renovation works. Date and time of this visit will be announced during Pre-Bid conference.

1. Performance requirements

All engineering, repair and construction works, including but not limited to construction, repair, dismantling, mounting and commissioning works, must be carried out in accordance with the requirements set up in Construction Norms and Standards of Turkmenistan (SNT and SNiP):

No	Title of document describing specific standard	Code
1.	Public buildings and constructions	SNT 2.08.02-05
2.	Health care institutions	SNT 2.08.04-09
3.	Construction climatology	SNT 2.08.04-09
4.	Acceptance of completed construction projects. Main provisions	SNT 2.03.01-94
5.	Geodetic works in construction	SNiP 3.01.03 -84
6.	Construction safety requirements. Parts 1 and 2 .	SNiP 12-03-2001 SNiP 12-04-2002
7.	Construction in seismic regions	SNT 2.01.08-2001
8.	Roof covering	SNT 2.03.10-2001
9.	Domestic water supply and sewage systems	SNT 2.04.01-98
10.	Bearing and enclosing structures	SNiP 3.03.01-87
11.	Heating, ventilation and air conditioning	SNT 3.05.02-94
12.	Masonry and reinforced masonry structures	SNT 2.03.05-99
13.	Cast-in-place concrete and reinforced concrete structures	SNT 3.03.04-2001
14.	Isolation and finishing coats	SNT 3.04.04-99
15.	Typical standards of cement content for preparing of concrete, precast and cast-in-place concrete and reinforced concrete products and structures	SNT 5.01.01-93
16.	Electro-mechanical works	SNiP 3.05.06-85

Contractor must have equipment and tools necessary for inspection and testing to ensure quality control on

the site of repair and construction works. All materials and equipment after dismantling must be deeded to the object's owner.

2. Specifications and standards for main construction materials, structures, products and equipment

Standard specifications required by UNDP with regard to materials, products and equipment, including manufacturer's name or technical description, are listed in the specifications below. The Bidder is obliged to provide the materials, products and equipment in accordance with these specifications, or their equivalents, which fully meet the Purchaser's requirements, and demonstrate exactly the following technical, physical, construction and operational characteristics:

No	Name of material, products and equipment	Type/Standard	Comments
<i>Construction materials (for internal and external works, roofing works, and execution of blind area for the compressor site)</i>			
1.	Sulphate-resistant cement	M-400	
2.	Reinforcing steel for cast-in-place structures AI, All	st3 sp2 5781-82	
3.	Stone concrete	B-15 (200)	GOST 7473-94
4.	Mortar	PM-150, PM-50, PM-25	GOST 5802-86
5.	Mortar sand	GOST 8736-67	
6.	Doors	DMP	Metal-plastic
7.	Bricks and ceramic blocks	TS-01-99	
8.	Pipes	Polypropylene	plastic
9.	Oil and oil-glue putty	GOST 402-99	
10.	Emulsion paste and mastic	GOST 439-99*	
11.	Metal pipes, Ø50	GOST-3262-75	
12.	Rabitz type steel-wire fabric	GOST-8694-98	
<i>Water supply, water waste and sewage systems</i>			
13.	Polypropylene pipes D20x 2,3; D25x2,3; D32x2,9	TDS 18097-96	
14.	Electric-welded steel pipe D20; D25	TDS 10704-91	
15.	90° angle joint Ø20, 25, 32; 90° angle joint with female thread	SNT 2.04.01-98	
16.	Tee fitting Ø20, 25, 32	SNT 2.04.01-98	
17.	Reducing joint Ø25 x Ø20; Ø32 x Ø25	SNT 2.04.01-98	
18.	Coupled valve DN 15 1,0 MPas; DN 15 32,0 MPas	SNT 2.04.01-98	
19.	Shower mixer with shower head on the stand/bar	TDS 25809-96	
20.	Sink and basin mixer DN 20 1,0 MPas	TDS 25809-96	

21.	Flexible hose DN 15	TDS 25809-96	
22.	Electric water heater of 50 l, 80 l, 100 l capacity	SNiP 3.04.05-85	
23.	Polyethylene pipe D50x2,2; D75x2,4; D110x3,2	TDS 22689-89	
24.	90° Offset/Elbow bend Ø50; 90° Ø75; 90° Ø110	TDS 22689-89	
25.	Reducer Ø50x Ø110, Ø75x Ø50	TDS 22689-89	
26.	45° Offset/Elbow bend Ø50, Ø110	TDS 22689-89	
27.	Angle tee Ø110, Ø75	TDS 22689-89	
<i>Electrical works</i>			
28.	Please, see specification of "Electric power supply" project		
<i>Ventilation, air conditioning and automation systems</i>			
29.	Please, see detailed specification in the Annex "Explanatory Note" with specification of equipment, products and materials; "Specification of automatic equipment"		

3. Technical description of offered ventilation equipment

The Bidder shall include full details including technical and performance characteristics of offered ventilation equipment indicating exact model and country of origin of all offered items. This information should be included in the "Description of items offered" column in the table below.

Any departure from the provisions of the requested specifications shall be disclosed in the "Bidder's statement regarding deviations/non-compliance" column below.

In addition to this table, Bidders shall provide full technical details of all items offered in technical sheets or catalogues with pictures showing detail and general views of the equipment and components. Specific details/models of items offered should be clearly stated as standard technical sheets or catalogues may offer different options.

#	Description of items requested			Description of items offered			Bidder's statement regarding deviations/no n-compliance
MECHANICAL WORKS							
1. VENTILATION							
1	Installation of standard supply ventilation chamber (without irrigation section) with	pcs.	1.0				

	capacity up to 10 thousands m3 per hour						
2	Installation of axial and duct fans weighing up to 0.025 t.	pcs.	2.0				
3	Installation of radial fans weighing up to 0.05 t	pcs.	2.0				
4	Installation of radial fans weighing up to 0.12 t	pcs.	1.0				
5	Installation of bracket assembly for ventilation equipment	100 kg	0.67				
6	Installation of flexible framings into the radial fans	m ²	2.24				
7	Installation of ventilation mufflers with cross-section 400x200 mm	pcs.	2				
8	Installation of ventilation mufflers with cross-section 800x500 mm	pcs.	8				
9	Installation of air heater weighing up to 0.1 t.	pcs.	1				
10	Installation of freon cooler weighing up to 0.1 t.	pcs.	1				
11	Installation of cellular filters	1 m2	0.66				
12	Installation of back-pressure valves up to 350 mm in diameter	pcs.	1				
13	Installation of air shutters and KBP air valves with hand drive up to 2400 mm in perimeter	pcs.	1				
14	Bactericidal treatment section	pcs.	4				
15	Laying of air ducts made of galvanized sheet steel and N class (normal) aluminium of 0.5 mm in width, and up to 200 mm in diameter	100 m2	0.026				
16	Laying of air ducts made of galvanized sheet steel and N class (normal) aluminium of 0.5 mm in width, and up to 700 mm in perimeter	100 m2	1.116				
17	Air ducts made of galvanized sheet steel with stripes and angles, of 0.55 mm in width, and up to 600 mm in perimeter	m ²	39.3				

18	Laying of air ducts made of galvanized sheet steel and N class (normal) aluminium of 0.5 mm in width, and 800, 1000 mm in perimeter	100 m2	0.14				
19	Laying of air ducts made of galvanized sheet steel and N class (normal) aluminium of 0.7 mm in width, and 900 mm in perimeter	100 m2	0.063				
20	Laying of air ducts made of galvanized sheet steel and N class (normal) aluminium of 0.7 mm in width, and from 1100 to 1600 mm in perimeter	100 m2	0.786				
21	Laying of air ducts made of galvanized sheet steel and N class (normal) aluminium of 0.7 mm in width, and up to 2400 mm in perimeter	100 m2	0.545				
22	Laying of air ducts made of galvanized sheet steel and N class (normal) aluminium of 0.7 mm in width, and up to 3200 mm in perimeter	100 m2	0.216				
23	Installation of the grids up to 0.5 m2 in the area in the light	pcs.	70				
24	Installation of diffusers for air supply to upper zone, weighing up to 10 kg	pcs.	30				
25	Installation of cowls made of sheet steel with circular section 200 mm in diameter into ventilation shafts	pcs.	1				
26	Isolation of flat and curvilinear surfaces by means of plates (slabs) made of foamed rubber ("Armoflex"), foamed polyethylene ("Thermoflex")	10 m2	27.909				
27	Installation of bracket assembly for ventilation equipment	100 kg	0.2				
28	Condensing unit weighing up to 0.18 t.	pcs.	1				
29	Condensing unit weighing up to 0.7 t.	pcs.	1				

30	Installation of air conditioner	10 pcs.	0.2				
31	Pipeline consisting of copper pipes for conditional pressure up to 2.5 Mpa	100 m	0.4				
32	Isolation of the pipelines by means of tubes made of foamed rubber ("Armoflex"), foamed polyethylene ("Thermoflex")	10 m of pipes	72				
33	Laying of water supply pipelines made of average type pressurized polyethylene pipes of low pressure with 50 mm outer diameter	100 m	0.4				
2. AUTOMATION OF VENTILATION SYSTEMS							
1	Installation and wire bonding of control and regulation cabinets	cabinet	4.0				
2	Installation of thermal detecting unit, number of connected ends up to 2	pcs.	2.0				
3	Installation of thermostat, number of connected ends up to 2	pcs.	2.0				
4	Thermoregulator, number of connected ends up to 2	psc	2				
5	Installation of pressure sensor on thread connections weighing up to 1.5 kg	pcs.	6.0				
6	Installation of frequency convertor, number of connected ends up to 12	pcs.	6.0				
7	Installation of universal push-button control station on the construction located on the wall or column, number of station elements up to 3	pcs.	6.0				
8	Installation of universal push-button control station on the construction located on the wall or column, number of station elements up to 6	pcs.	6.0				
9	Laying of plastic box up to 40 mm in width	m	60.0				
10	Perforated mounting profile (tray) with consoles, 2 m of length	100 m	0.5				

11	Wiring in the boxes, cross-section is up to 6 mm ²	m	640.0				
12	Wiring in the boxes, cross-section is up to 35 mm ²	m	161.0				
13	Mounting of metal structures (consoles for trays)	tn	0.0154				
14	Assembly of perforated mounting profile (tray) with consoles, 2 m of length	m	15.0				
15	Wiring in the trays, cross-section is up to 6 mm ²	m	321.0				
16	Wiring in the trays, cross-section is up to 35 mm ²	m	130.0				
17	Wiring in the trays, cross-section is up to 185 mm ²	m	110.0				
18	Mounting of steel pipes along fixed constructions, in the foundation casing and overhead cover, up to 50 mm in diameter	m	5.0				
19	Wiring; number of wires in the corrugated tube is up to 2, wire cross-section is up to 6 mm ²	m	162.0				
20	Wiring; number of wires in the corrugated tube is up to 2, wire cross-section is up to 16 mm ²	m	15.0				
21	Wiring; number of wires in the corrugated tube is up to 3, wire cross-section is up to 35 mm ²	m	26.0				
22	Wiring along fixed steel structures and panels, cross-section is up to 16 mm ²	m	20.0				
23	Punching of round holes up to 50 mm in diameter in the brick walls up to 25 cm in thickness	pcs.	9.0				
24	Punching of round holes up to 50 mm in diameter in the brick walls up to 51 cm in thickness	pcs.	13.0				
3. STARTING-UP AND ADJUSTMENT WORKS FOR VENTILATION SYSTEMS							
1	Ventilation and air conditioning network with number of sections up to 5	network	5.0				

2	Ventilation and air conditioning network with number of sections up to 10	network	2.0				
3	Ventilation and air conditioning network with number of sections up to 20	network	1.0				
4	Automated control system of I technical complexity degree with number of channels (in general):	system	2.0				
5	Automated control system of I degree	channel	9.0				

Section 3b: Related Services

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

Delivery Term [INCOTERMS 2010]	All offers' pricing will be evaluated on the basis of DDP Turkmenbashi settlement of Mary velayat landed price (Incoterms 2010).
Exact Address of Location	Central prison hospital MRK-15 at Turkmenbashi settlement of Mary velayat in Turkmenistan
Delivery Date	154 (one hundred and fifty four) calendar days from contract effective date.
Payment Terms	Maximum advance of USD 30,000.00 upon issuance of PO and the rest within 30 days after accomplishing specific milestones as shall be defined in the contract and from UNDP's acceptance of goods/services.
Conditions for Release of Payment	Certification of payment from UNDP Engineer.
Warranty/Guarantee	<p>The warranty period shall be for 12 months following acceptance of the goods by UNDP at destination.</p> <p>If, within 12 months after the premises have been put into service, any defects are discovered or arise in the normal course of usage, the Contractor shall remedy the defect on-site either by replacement or repair within 2 weeks.</p> <p>UNDP will retain the amount of 5 % of the contract value as a defect liability, and pay the amount after expiration of the warranty period.</p>
Liquidated damages	If the contractor fails to deliver the specified works within the time period(s) stipulated by the Contract, UNDP shall, without prejudice to its other remedies under the contract, deduct from the payments due to the Contractor, as liquidated damages, a sum equivalent to (0.1) percent of the actual contract price per calendar day. Once the delay reaches to the maximum limit (10%) of the contract value, UNDP may consider termination of the Contract.
After sales service	The supplier shall maintain or provide a local service organization constituted to handle requests from UNDP or its clients for technical assistance, maintenance, service, repairs and overhaul of the equipment specified in this ITB.

Goods and services defined	<p><i>Goods</i> are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, customized and standard software as required, and products which Supplier is required to supply under this contract.</p> <p><i>Services</i> are to include design, delivery, installation, commissioning, training services, technical assistance and warranty services as required to supply under expected contract.</p>
Packaging	The Supplier also warrants that the goods are securely packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the goods during delivery to their ultimate destination.
All documentations, including catalogs, instructions and operating manuals, shall be in one of these languages	<ul style="list-style-type: none"> ✓ English or ✓ Russian

Section 3c: Scope of Works

for repair and engineering works in MDR-TB department of Central Prison Hospital MPK-15
at Turkmenbashi settlement of Mary velayat, Turkmenistan

1. General information

Representation of United Nations Development Programme (UNDP) in Turkmenistan is Principal Recipient of the grant of Global Fund to Fight AIDS, Tuberculosis and Malaria aimed at implementation of the project "Purposeful Strengthening and Expanding of Qualified Services on Diagnostics and Treatment of Tuberculosis in Turkmenistan" (hereinafter referred to as UNDP/GF project). The main goal of the project is to reduce the burden of tuberculosis in Turkmenistan by consolidation of DOTS framework, its expansion by introducing and scaling up the management of drug-resistant tuberculosis and strengthening the health system performance for effective control of tuberculosis. In order to achieve the goal, three main objectives should be implemented:

- To consolidate the DOTS framework through strengthening programme management, improving tuberculosis case detection and diagnosis, and ensuring quality treatment.
- To improve the health system performance for effective tuberculosis control.
- To introduce and expand access to diagnosis and treatment of drug-resistant tuberculosis.

According to the concept of re-organization of health care system and in order to provide conditions necessary for appropriate treatment activities in the penitentiary sector of the Ministry of Internal Affairs of Turkmenistan it is planned to carry out renovation works in the wards of multi-drug resistant tuberculosis department (hereinafter referred to as MDR-TB department) with the aim of ensuring of adequate treatment and infectious control, including the installation of ventilation system equipped with external negative pressure.

In order to fulfill mentioned objective UNDP/GF project has engaged an international consultant for development of technological project of MDR-TB department, as well as projects of ventilation and air conditioning systems, and technical specifications for engineering works.

The present technical specifications has been worked out for conducting of repair and engineering works, including the installation of ventilation system equipped with external negative pressure in the MDR-TB department for 50 patients of the Central Prison Hospital MPK-15 at Turkmenbashi settlement of Mary velayat.

2. Description of the object

MDR-TB department is planned to place on the second floor of a stand-alone two-storey building constructed approximately in 1980s. Department is designed for 50 beds for MDR-TB patients. There 9 wards envisaged for patients in the department. In view of limited space in the department the average area per 1 person in the ward is 4.3 m². The total area of the 2nd floor is 470.4 m². Useful area of the 2nd floor - 393.3 m².

The building is located on the territory of closed penal institution MPK-15. At present it is functioning as MDR-TB department. The walls are made of precast reinforced concrete, partitions – of

gypsum, building foundation and floors – of reinforced concrete slabs and monolith. Heating, water supply and sewage systems are centralized, but need to be repaired. Electric power supply system is deteriorated, and need to be replaced.

The project stipulates installation, starting-up and adjustment of special ventilation and air conditioning systems, as well as repair and construction activities aimed at creation of technical conditions for appropriate functioning of these systems. Major repair should be carried out by national side. The total area of the premises requires replanning and reconstruction, but these works are carried out by the national side.

Installation of plastic or aluminium door units (according to the project) in the corridor and both stair landings of the hospital should be provided for separation of 'clean' and 'infectious' areas. In the corridor of the hospital it is planned to install false gypsum plasterboard ceiling with access hatches for mounting of air conditioning system. Heat insulated brick premises should be provided on the attic for installation of equipment. Repair surfaces should be puttied and painted. Considering specific character of the institution under the repair works, ventilation chamber mounting on the ground of 1st floor and adjacent to the building should have concrete foundation and metal covering. "Clean" area for the staff and "infectious" area for patients should be separated in the hospital. As well, there should be and separate entrances for staff and patients.

3. Main requirements to the project:

- All repair and construction works should be specified in the Bill of Quantities and be in line with appropriate CNT (Construction Norms of Turkmenistan).
- All construction materials, electrical goods, sanitary ware items and equipment used during repair works should meet the quality standards, specified in the Section 3 a "Schedule of Requirements and Technical Specifications" and be coordinated with the UNDP.
- Detailed list of works, used construction materials and equipment should be provided together with Bid Submission.
- Standards of materials, products and equipment required by the Purchaser, including indication of manufacturer or technical description, are shown in the individual specifications. **The Bidder undertakes to provide the materials, products and equipment in accordance with the specifications or equivalent materials, products and equipment that fully meet the requirements of the Purchaser, and demonstrate exactly specified technical, physical, construction and operational properties.**
- All necessary changes in the list of works and materials, revealed in the course of repair, should be agreed with Construction Specialist of UNDP/GF Project.
- During repair works executive documentation should be kept, including act about testing with its results, acceptance act for the object, as well as pictures before and during the execution of works.
- All materials after dismantling can be used by contractor for auxiliary works; afterwards they are turned over to the object's owner.

4. Project of ventilation and air conditioning system of the department

The project of ventilation and air conditioning systems for MDR-TB department is developed based on normative documents of Turkmenistan:

- SNT 3.05.02-94 "Heating, ventilation and air conditioning";
- SNT 2.08.02-05 "Public buildings and constructions";

- SNT 2.08.04-09 "Health care institutions";
- SNT 2.01.01-98 "Construction climatology";
- Nation Guideline on TB Infectious Control in Turkmenistan, Ashgabat 2011;
- Architectural and technical drawings;
- Recommendations of World Health Organization (WHO).

Extract-and-input ventilation system with mechanical activation system combined with air conditioning should be provided in the department premises. The premises are conditionally divided into "clean" and "infectious" areas. Belonging of premises to the appropriate area and standardized air change rate should be determined in line with requirements specified in the documents. Air balance in staff premises is intended to discharge heat excess, and in wards – to provide 6-fold air change.

The design and operation of ventilation systems should exclude airflow from the "infectious" areas to "clean". In premises of "clean" area generation of positive pressure should be provided. For the "infectious" area negative pressure is generated, remaining incoming air is fed into the corridor and tambour-gateway and flows into these premises through the transfer grilles and slots in the door leafs. Projected pressure difference between the corridor and the ward is 30 Pa. Tambour-gateway with pressure excess should be provided at the border between "infectious" and "clean" areas in order to prevent air overflow from one area to another.

The project should provide combined operation of following ventilation systems: P1, V1, V3 - for "infectious" area, and P2, V2, V4 - for "clean" area.

In all premises air should be supplied and removed from the upper area. Double-deflection aluminium grilles with individually adjustable shutters should be provided for supply and removal of the air. Grilles with plenum chamber should be used in the wards and corridor ensuring uniform outflow of air through the air diffuser. All air diffusers should have protection powder coating of white colour. Regulation of airflow occurs should be performed by means of throttles.

Air-supply plants should be located in the heat isolated ventilation chamber on the attic, as well as equipment of exhaust systems. Condensing units of P1 and P2 systems should have outdoor location on the foundation base.

Outside air intake for P1 and P2 should be carried out from clean area at the height of 3.6 and 4.4 m above the ground. Outside air supplied by air input unit should pass the clearance trough coarse filters (EU4 class) in accordance with current normative documents. For heating of incoming air electric air heaters with total heat capacity of 77 kW should be provided. Freon coolers with total cooling power of 66 kW should provide cooling of intake air.

Air conditioning with the aim of ported conditioners (K1, K2) of total cooling power of 24 kW installed in the corridors should ensure comfort parameters of indoor air in the MDR-TB department. According to the project, open laying of air ducts in the premises should be provided. Systems with ported conditioners K1 and K2 should be installed in the space of false ceiling.

Air removed from "infectious" area should be cleared in the bactericidal treatment sections (systems V1, V3). Air directed to the recirculation in the air conditioning systems (K1, K2) should also undergo to disinfection by ultraviolet radiation. The section is channel device equipped with "Philips" ultraviolet lamps. Power of the lamps is 75W (230V).

In order to prevent precipitation of condensate air ducts of exhausting systems passing through the attic and all air-supply ducts should be heat isolated using foiled material with adhesive mounting layer (thickness 5 mm). Piping of cooling system should be insulated with Thermaflex tubes (thickness 20 mm).

Noise control measures:

The project provides following measures aimed to reducing noise generated by ventilation units:

- placing of equipment in ventilation chambers;
- installation of plate and tube mufflers;
- installation of flexible framings before and behind the fans.

According to project automation of ventilation systems is planned.

Automation

Decisions made in the project are explained by the technological requirements (control, regulation, management, signal system, etc.) and the need to comply with safety and health requirements. Considering environmental conditions at the premises and in accordance with current classification, serial produced instruments and automation devices are taken to implement planned decisions. Factory-made and customized cabinets should be used for placing of control devices. Automation devices should be installed on site. For power supply of equipment, instruments and automation devices should be used three-phase alternating current $U \sim 380V$, 50Hz and single-phase alternating current $U \sim 220V$, 50Hz. Selection and protection of the power cables should be in accordance with the EIC (Electrical Installation Code). Use and protection of control cables and installation wires should be in accordance with SNiP 3.05.07-85.

Main technical solutions accepted in the project and based on technological concept of AHV (Automation of Heating and Ventilation systems) shall be the following:

- air-supply plants of general ventilation P1, P2;
- exhaust fans of general ventilation V1-V4;
- ported air conditioners K1, K2

During the operation ventilation systems P1 and V1 must work simultaneously, as the MDR-TB department appeared to be a high-risk area.

During project development the following standards are used:

- GOST 21.101-97 "System of construction project documents. Main requirements for project and working documents";
- GOST 21.408-93 "System of construction project documents. Code of execution of working documents for automation of technological processes";
- GOST 21.404-85 "System of construction project documents. Automation of technological processes"
- Conventional symbols/legends of automation instruments and devices used in drawings;
- EIC ("Electrical Installation Code").

5. Requirements to testing upon completion of works

As soon as work and deliveries are finished and work as a whole is ready for start-up, Contractor is obliged to submit report to the Purchaser in writing. At this stage Purchaser will review the report and verify individual works with the purpose to establish complete conformance of works and equipment, as part of works, to the declared requirements. Thereafter, Contractor will perform his own testing and setting of specific systems in accordance with specifications provided.

After completion of individual operational tests and receiving of all appropriate reports with results, the complex operation testing of all systems of the object will be performed during 72 hours.

"Complex testing" is start-up of all systems of the object and conformation from Purchaser that all

works are performed in a quality manner, meet the requirements of functionality and the object is ready to further operational activity. Specific equipment units and devices should operate in expected and automated mode and be ready for further operational testing. It is important to prove operational safety, reliability and absence of defects on specific parts of equipment, operational efficiency, hygienic standards, environmental protection and the prevention of noise and vibration. This condition is essential for the acceptance of the object.

The goal of the complex testing is to prove functionality of works and related equipment, but not the adherence to operational, microclimate and performance parameters within nominal range. It is important to prove that under appropriate climatic conditions, during which the complex testing is done, the work is performed in a high quality manner, doesn't show any apparent defects, and object can continuously operate in a safe and smooth manner.

The complex testing will be performed by the Purchaser, his experts (or relevant specialists) and the Contractor or his representatives. For successful conducting of the complex testing it is necessary that works and specific systems and equipment undergo a **troubleproof and continuous operation for the period of at least 72 hours**.

The Contractor should submit report with results of complex testing to the Purchaser. In the course of operational testing the works are managed by Contractor and he is responsible for the management of equipment by his professional personnel, who accepts all risks related to it. Contractor's personnel can be assisted by the specialists of the Purchaser, but mentioned personnel should work under supervision and responsibility of the Contractor.

6. Instructions for operations and use

During operational testing and preparation of the object to the acceptance procedure the Contractor is obliged to instruct/educate the personnel of the Purchaser to use technical equipment and the work as a whole. Staff appointed by the Purchaser for education should be professionally and technically competent in such areas as mounting of heating, cooling, ventilation, sanitaryware, electro-mechanical and electro-technical equipment, household electrical devices, measurement and stabilization devices, elevators, fire safety systems, ventilation and automation systems, maintenance of buildings. "Education" is meant familiarization of staff who will work at this object with the maintenance principles and all the features and characteristics of specific materials, products and technics, including routine maintenance, cleaning, operation and setting of operational parameters. List of trained staff, who will be responsible for the operation of the equipment, will be made up together, in agreement with the Purchaser.

- Training will be conducted by the technical specialists of the Contractor.
- Education consisting of theoretical and practical issues will be performed directly on the installed equipment, products and materials.
- Each person as a proof of training completion will get certificate signed by Contractor and trained person with indication of his/her last name, first name and job title.

7. Engineering and technical solutions

Power systems:

It is planned to use existing electric system of the building to provide power supply of ventilation equipment. Connection of power supply for ventilation and air-conditioning systems should be provided by lead-in distributor located on the staircase of the 1st floor. Power supply of lead-in distributor should be fulfilled via cable inlet from internal networks of 0.4 kW. Internal wiring should be performed in accordance with EIC requirements. The installation of bactericidal irradiators should be in accordance with the sanitary standards. Laying of electric cables on the ceiling should be performed in order to connect internal electric system.

Water supply and sewage systems:

For installation of water supply and sewage system the following materials should be used:

- water supply system – polypropylene pipes, fittings that meet the appropriate sanitary standards. (Please, see water supply project). Connection to the central water supply system should be performed according to the project.
- sewage system – drainage of condensate from air conditioners will be done out of PVC pipes through the drain pipe with a tap into existing network of sewage system inside the building (Please, see the project of sewage system).

Installation of floor drain 100 mm in diameter should be envisaged for removal of emergency waters from ventilation and air-conditioning systems. Removal of condensate from air conditioners should be performed via drain pipe with water drainage into an existing household sewage system.

Heating:

According to the project heating is not provided.

Fire safety systems:

According to the project fire safety systems are not provided.

Annexes:

Drawings with explications and explanatory notes, as well as standards/specifications for materials, equipment and work performance are an integral part of the Bidding Documents and available on CD upon request.

Section 4: Drawings with Explanatory Notes

**For repair and engineering works in MDR-TB department of Central prison hospital MRK-15
at Turkmenbashi settlement of Mary velayat in Turkmenistan**

All listed albums with drawings, explanatory notes and specifications are an integral part of this ITB and available on CD with the ITB package.

Album 1 – General projects

Album 2 – Ventilation project

Album 3 – Automation project

Album 4 – Electricity project

Album 5 – Water supply and sewage projects

Section 5: Price Schedule (Bill of Quantities)

The Bidder is required to provide the Price Schedule in the format given below. Electronic version of Price Schedule is saved at CD together with other technical materials. Technical package is an integral part of this ITB and may be found at UNDP Turkmenistan website at <http://www.tm.undp.org> in "Procurement" section. It can be also obtained on CD from UN reception along with hard copy of ITB. The bidder has to provide the Price Schedule (Bill of Quantities) strictly in the format given below.

In addition, to the Bill of Quantities, the bidder is requested to provide separately a Detailed Schedule of Construction Materials with sufficient details on description per each item of proposed material and supplies. Template for the Detailed Schedule of Materials is given in Section 9 of this ITB.

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to total prices. Separate figures must be provided for each functional grouping or category, if any.

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

All prices/rates quoted must be exclusive of taxes, since UNDP, as a subsidiary organ of the United Nations, is exempt from direct taxes such as income tax, and is entitled to reimbursement of indirect taxes, such as sales tax and VAT, on important purchases. This is derived from the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly in 1946 (General Convention), Sections 7 and 8, respectively.

The Bill of Quantities and the Detailed Schedule of Materials shall be read in conjunctions with the Pricing Preambles outlined hereinafter.

In addition to the hard copy, please, provide "Bill of Quantities" on CD. The name of the company must be specified on the face of the compact disc, together with signature of head of the company and tender reference ID with indelible marker. In case of any discrepancy between soft and hard copies, hard copy shall prevail.

Bidders **must not change** Unit and Quantity stated in Bill of Quantities.

BILL OF QUANTITIES

SN	Name of the work type	Measure ment unit	Quantity	Unit cost in USD (<u>works</u>)	Unit cost in USD (<u>material & supplies</u>)	Unit cost in USD (works+ma terials with supplies)	Total in USD
I. DISMANTLING							
1	2	3	4	5	6	7	8
1	Dismantling of reinforced concrete roof covering	m ²	20,5				
2	Dismantling of brick walls on the roof	m ²	12,1				

3	Removal of old ceiling electric wiring	running meter	88,0				
4	Dismantling of old wooden door units	pcs.	3.0				
5	Separate removal of old plaster and paint from ceiling	m ²	62,5				
6	Dismantling of old concrete base for ventilation chamber	pcs.	14.0				
Total:							0.0
II. REPAIR WORKS							
1	Installation of false gypsum plasterboard ceiling	m ²	62,5				
2	Installation of access hatches in the ceiling	pcs.	4				
3	Masonry of walls on the roof	m ²	18.6				
4	Masonry of walls for ventilation chamber	m ²	40,0				
5	Installation of reinforced concrete base for ventilation chamber	m ²	14				
6	Plastering of slopes	m ²	58,0				
7	Filling of gypsum plasterboard ceilings 2 times	m ²	62,5				
8	Assembly of aluminium door units, including material cost	m ²	9.8				
9	Water-emulsion painting of slopes	m	58,0				
10	Water-emulsion painting of ceiling 2 times	m ²	62,5				
11	Preparation and installation of metal stairs to the roof	pcs.	1.0				
12	Installation of reinforced concrete door lintels	m	9,0				
13	Installation of metal covering for ventilation chamber	m ²	14				
14	Installation of concrete foundation for equipment	m ³	1.9				
15	Heat insulation of the walls in premises allocated for equipment	m ³	4.5				
16	Filling of wall surfaces	m ²	82.0				
Total:							0.0
III. SANITARY ENGINEERING WORKS							
1	Laying of sewer pipes recessed into the walls	m	32,0				
2	Laying of plastic pipes for removal of condensate from	m	43,0				

	split systems						
3	Installation of metal trap	pcs.	1.0				
4	Laying of heating pipes for ventilation system	m	56.0				
				Total:			0.0
IV. ELECTRICAL WORKS							
1	Checkup and wire bonding of electrical distribution board	pcs.	1				
2	Assembly of leading-in cable in the walls and ceiling	running meter	45,0				
3	Closure of fume hood's board into the box	set	1				
4	Installation of earthing loop	pcs.	1				
5	Laying of electric cable for light fittings under the ceiling	running meter	125,0				
				Total:			0.0
				TOTAL (I-IV):			0.0
V. MECHANICAL WORKS							
1. VENTILATION							
1	Installation of standard supply ventilation chamber (without irrigation section) with capacity up to 10 thousands m3 per hour	pcs.	1.0				
2	Installation of axial and duct fans weighing up to 0.025 t.	pcs.	2.0				
3	Installation of radial fans weighing up to 0.05 t	pcs.	2.0				
4	Installation of radial fans weighing up to 0.12 t	pcs.	1.0				
5	Installation of bracket assembly for ventilation equipment	100 kg	0.67				
6	Installation of flexible framings into the radial fans	m ²	2.24				
7	Installation of ventilation mufflers with cross-section 400x200 mm	pcs.	2				
8	Installation of ventilation mufflers with cross-section 800x500 mm	pcs.	8				
9	Installation of air heater weighing up to 0.1 t.	pcs.	1				
10	Installation of freon cooler weighing up to 0.1 t.	pcs.	1				
11	Installation of cellular filters	1 m2	0.66				

12	Installation of back-pressure valves up to 355 mm in diameter	pcs.	1				
13	Installation of air shutters and KBP air valves with hand drive up to 2400 mm in perimeter	pcs.	1				
14	Bactericidal treatment section	pcs.	4				
15	Laying of air ducts made of galvanized sheet steel and N class (normal) aluminium of 0.5 mm in width, and up to 200 mm in diameter	100 m2	0.026				
16	Laying of air ducts made of galvanized sheet steel and N class (normal) aluminium of 0.5 mm in width, and up to 700 mm in perimeter	100 m2	1.116				
17	Air ducts made of galvanized sheet steel with stripes and angles, of 0.55 mm in width, and up to 600 mm in perimeter	m ²	39.3				
18	Laying of air ducts made of galvanized sheet steel and N class (normal) aluminium of 0.5 mm in width, and 800, 1000 mm in perimeter	100 m2	0.14				
19	Laying of air ducts made of galvanized sheet steel and N class (normal) aluminium of 0.7 mm in width, and 900 mm in perimeter	100 m2	0.063				
20	Laying of air ducts made of galvanized sheet steel and N class (normal) aluminium of 0.7 mm in width, and from 1100 to 1600 mm in perimeter	100 m2	0.786				
21	Laying of air ducts made of galvanized sheet steel and N class (normal) aluminium of 0.7 mm in width, and up to 2400 mm in perimeter	100 m2	0.545				
22	Laying of air ducts made of galvanized sheet steel and N class (normal) aluminium of 0.7 mm in width, and up to 3200 mm in perimeter	100 m2	0.216				
23	Installation of the grids up to	pcs.	70				

	0.5 m2 in the area in the light						
24	Installation of diffusers for air supply to upper zone, weighing up to 10 kg	pcs.	30				
25	Installation of cowls made of sheet steel with circular section 200 mm in diameter into ventilation shafts	pcs.	1				
26	Isolation of flat and curvilinear surfaces by means of plates (slabs) made of foamed rubber ("Armoflex"), foamed polyethylene ("Thermoflex")	10 m2	27.909				
27	Installation of bracket assembly for ventilation equipment	100 kg	0.2				
28	Condensing unit weighing up to 0.18 t.	pcs.	1				
29	Condensing unit weighing up to 0.7 t.	pcs.	1				
30	Installation of air conditioner	10 pcs.	0.2				
31	Pipeline consisting of copper pipes for conditional pressure up to 2.5 Mpa	100 m	0.4				
32	Isolation of the pipelines by means of tubes made of foamed rubber ("Armoflex"), foamed polyethylene ("Thermoflex")	10 m of pipes	72				
33	Laying of water supply pipelines made of average type pressurized polyethylene pipes of low pressure with 50 mm outer diameter	100 m	0.4				
2. AUTOMATION OF VENTILATION SYSTEMS							
1	Installation and wire bonding of control and regulation cabinets	cabinet	4.0				
2	Installation of thermal detecting unit, number of connected ends up to 2	pcs.	2.0				
3	Installation of thermostat, number of connected ends up to 2	pcs.	2.0				
4	Thermoregulator, number of connected ends up to 2	psc	2				
5	Installation of pressure sensor on thread	pcs.	6.0				

	connections weighing up to 1.5 kg						
6	Installation of frequency convertor, number of connected ends up to 12	pcs.	6.0				
7	Installation of universal push-button control station on the construction located on the wall or column, number of station elements up to 3	pcs.	6.0				
8	Installation of universal push-button control station on the construction located on the wall or column, number of station elements up to 6	pcs.	6.0				
9	Laying of plastic box up to 40 mm in width	m	60.0				
10	Perforated mounting profile (tray) with consoles, 2 m of length	100 m	0.5				
11	Wiring in the boxes, cross-section is up to 6 mm ²	m	640.0				
12	Wiring in the boxes, cross-section is up to 35 mm ²	m	161.0				
13	Mounting of metal structures (consoles for trays)	tn	0.0154				
14	Assembly of perforated mounting profile (tray) with consoles, 2 m of length	m	15.0				
15	Wiring in the trays, cross-section is up to 6 mm ²	m	321.0				
16	Wiring in the trays, cross-section is up to 35 mm ²	m	130.0				
17	Wiring in the trays, cross-section is up to 185 mm ²	m	110.0				
18	Mounting of steel pipes along fixed constructions, in the foundation casing and overhead cover, up to 50 mm in diameter	m	5.0				
19	Wiring; number of wires in the corrugated tube is up to 2, wire cross-section is up to 6 mm ²	m	162.0				
20	Wiring; number of wires in the corrugated tube is up to 2, wire cross-section is up to 16 mm ²	m	15.0				

21	Wiring; number of wires in the corrugated tube is up to 3, wire cross-section is up to 35 mm ²	m	26.0				
22	Wiring along fixed steel structures and panels, cross-section is up to 16 mm ²	m	20.0				
23	Punching of round holes up to 50 mm in diameter in the brick walls up to 25 cm in thickness	pcs.	9.0				
24	Punching of round holes up to 50 mm in diameter in the brick walls up to 51 cm in thickness	pcs.	13.0				
3. STARTING-UP AND ADJUSTMENT WORKS FOR VENTILATION SYSTEMS							
1	Ventilation and air conditioning network with number of sections up to 5	network	5.0				
2	Ventilation and air conditioning network with number of sections up to 10	network	2.0				
3	Ventilation and air conditioning network with number of sections up to 20	network	1.0				
4	Automated control system of I technical complexity degree with number of channels (in general):	system	2.0				
5	Automated control system of I degree	channel	9.0				
TOTAL 1-3:							
SUM TOTAL (I-V):							0.0
	Transportation costs 4%						
	Unforeseen works 3%						
	Overhead costs						
	Planned savings						
GRAND TOTAL:							0.0

PRICING PREAMBLES FOR BILL OF QUANTITIES & SCHEDULE OF MATERIALS

- 1.1. The Bill of Quantities shall be read in conjunction with the several documents forming the Contract including General Conditions of Contract, Specifications, Drawings and other requirements covered by these bidding documents.

- 1.2. The quantities given in the Bill of Quantities are estimated and are given to provide a common basis for bidding. The basis of payment will be actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer in accordance with the Contract and valued at the rates and prices in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix in accordance with the provisions of the Contract. The ultimate amount of the contract will be the final regardless of existence of additional works.
- 1.3. The rates and prices entered in the priced Bill of Quantities shall, unless expressly stated otherwise in the Contract, include for the comprehensive costs of carrying out the work, materials and equipment, in accordance with the requirements of the Contract including without limitation for all Contractor's Equipment, labour, materials, setting-out, trials, obtaining approvals, erection, Temporary Works, work of rectification, supervision, maintenance, insurance, profit, together with the costs of all risks, liabilities and obligations that are set out in or can reasonably be inferred from the Contract and including the rectification of any defects during the Defect Liability Period.
- 1.4 The rates and prices shall be quoted entirely in United States Dollars.
- 1.5. A rate of unit price shall be entered against each item in the Bill of Quantity, wheather quantities are stated or not. The cost of items against which Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
- 1.6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of work. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
- 1.7. The measurement of the completed work for payment shall be in accordance the requirements as stated in the individual sections of the Technical Specifications.
- 1.8. All measurements and calculation of quantities shall be in metric units. If other systems or units are shown in Drawings or mentioned in specifications and are relevant to measurements, such other systems of units shall first be converted into metric units for the purposes of measurements and checking tolerances.
- 1.9. The bidder has to provide detailed list of materials and equipment to be used, according to the bidder's technological forms and calculations.

Section 6: Bid Submission Form

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template. Any such deletion or modification may lead to the rejection of the Bid)

Insert: Location

Insert: Date

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

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] in accordance with your Invitation to Bid dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

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

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

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

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this letter with your corporate seal, if available]

Section 7: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form²

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

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

14. Attached are copies of original documents of:

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

Joint Venture Partner Information Form (if Registered)³

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

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

³ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

13. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

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

Section 8: Technical Bid Form⁴

INSERT TITLE OF THE ITB

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

SECTION 1: EXPERTISE OF FIRM / ORGANIZATION

(add additional pages if required)

On a separate page, using the format outlined below, each Bidder or partner of a joint venture is requested to list all contracts, of a similar nature and complexity to the contract for which the Bidder is tendering, undertaken during the last two years.

The Bidder shall indicate in the list of works and/or restoration projects he has performed during the last 2 years (2013 and 2012) and required for the evaluation of the technical experience and to pass the specified requirements set forth in this form, as set out in the Instructions to Bidders and the BDS.

JV: A separate sheet/form should be completed for each member of a joint venture

Project No	Title of contract works	Name of Client	Nature of performed work (in brief)	Contract Value (USD)	Status or Date Completed	References Contact Details (Name, address, e-mail and telephone of the concerned officer of Client)
1						
2						
3						
4						
5						

Name: Signature:

[A person or persons authorized to sign on behalf of the bidder]

Date (Seal)

⁴ Technical Bids not submitted in this format may be rejected.

SECTION 2 – PERSONNEL
(use additional pages if required)

The Bidder shall indicate all major technical personnel which he proposes to use on the site for the contract, and whether these technical personnel are staff of the Bidder or will be contracted or sub-contracted. The corresponding CV's shall be submitted by the Bidder for key personnel as per template given hereinafter.

No.	Name	Title/position	Company	Education with Year of graduation	Years of Professional experience ⁵	Specific years of experience ⁶
1						
2						
3						
4						
5						

Experience in major works projects, professional and specific years of experience should be explained in detail either in this table or in attached CVs. Please note that non-compliance with requirements for Key Personnel may cause reason for rejection of the Bid. For CV, please, use the format below.

Name: Signature:

[A person or persons authorized to sign on behalf of the bidder]

Date (Seal)

⁵ The number of years of general professional experience.

⁶ The specific years of experience refers only to the assignment as per requirements of this ITB.

CV of Key Personnel

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References (minimum of 2):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>Confirmation of subject person:</p> <p style="padding-left: 40px;">I, the undersigned....., hereby confirm the accuracy of the information entered within this CV.</p> <p>Signature</p> <p><i>[Signature of subject person]</i></p> <p>Date</p>		
<p style="padding-top: 20px;">Name: Signature:</p> <p><i>[A person or persons authorized to sign on behalf of the bidder]</i></p> <p>Date (Seal)</p>		

SECTION 3: WORK PLAN AND PROPOSAL FOR REPAIR AND ENGINEERING WORKS

1- Repair and Engineering Works Proposal

The Bidder shall submit a **(1) descriptive work plan and repair and engineering works proposal (method statement)**. Details of his proposed proposal/work plan with brief descriptions of major activities showing the sequence and proposed duration for the implementation of the tasks. In particular, the proposal shall detail the works to be done and shall be based on the requirements given in the UNDP Requirements /Technical Specifications.

The Bidders shall also give a **(2) brief outline of his general approach and methodology** for the implementation and commissioning of the works including a detailed description of his working methods including drawings. The Bidders must indicate the resources (numbers, types of equipment and capacities of personnel) it proposes to use on the major activities of work.

2- Work schedule

In his proposal the Bidder shall here insert a computerized bar chart (schedule of execution) showing the repair and engineering works programme and detailing critical milestones and major activities described in the Work Plan from the Commencement Date until the Completion of the works. This work plan should show the critical path/s.

3- Warranty

The Bidder shall state the offered warranty period as well as warranty procedures for carrying out replacement/repairs in the country of use and the nearest local agent.

4- Available manufacturing site facilities

In this paragraph, the Bidder shall disclose information on available manufacturing site facilities of the organization, including but not limited information on machinery, storage facilities, available toolset etc.

5. After –sales service

The Bidder shall state here details on after sales service arrangements and give the name and contacts of local service organization constituted to handle requests from UNDP or its clients.

6. Transportation plan

The Bidders must provide details on their transportation plan for supply of air-conditioning and ventilation equipment, in terms of timeliness, quality, airlines/routes to be used, type of airfreight transport (passenger, cargo or charter), and providing evidence of meeting delivery schedule.

7 - List and details on Subcontracting

Where the Bidder intends to use Subcontractors for critical components of the works or for work contents in excess of 5% of the value of the whole works or for specific specialties, the Bidder shall enter, in this Schedule, a list of major items and approximate percentage of the works for which he proposes to use Subcontractors, together with the name, address and place of registration of the proposed Subcontractors:

Please, use additional rows if required

Element of Work to be Subcontracted	Percentage of Works	Rationale for Subcontracting	Name of sub-contractor Place of registration

Also, using the format outlined below, the Bidder is requested to list all contracts (undertaken during the last two years) of a similar nature and complexity of Sub-Contractors he/she proposed to use for the contract for which the Bidder is tendering.

Project No	Title of contract works	Name of Client	Nature of performed work (in brief)	Contract Value (USD)	Status or Date Completed	References Contact Details (Name, address, e-mail and telephone of the concerned officer of Client)
1						
2						
3						
4						
5						

Notwithstanding such information the Bidder, if awarded the Contract, shall remain entirely and solely responsible for the satisfactory completion of the Works.

Name: Signature:

[A person or persons authorized to sign on behalf of the bidder]

Date (Seal)

Note: The submission of an incomplete, unrealistic, text book copy or poor description of a proposal not related to the works and specifications and the work plan will be rejected.

Section 9: Detailed schedule of construction materials for the contract

(Use additional pages if required)

The Bidder shall fill in this statement the list with specifications and origin of the construction materials that he/she intends to use for the completion of the Project.

Manufacturers, country of origin other information asked for must be stated completely. The Bidder shall prepare a list of the proposed materials, divided by type of works, using the following template:

Please, use additional rows if required.

No	Technical specification for offered construction materials	Unit	Manufacturer's name, brand name and country of origin
I. Dismantling			
1			
2			
3			
II. Repair Works			
1			
2			
3			
III. Sanitary engineering works			
1			
2			
3			
IV. Electrical works			
1			
2			

Name: Signature:

[a person or persons authorized to sign on behalf of the bidder]

Date

Section 10: Form for Bid Security

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

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

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

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

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bid;
- c) Fails to comply with UNDP's variation of requirement, as per ITB Section F.35; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 11: Checklist for Bidders

Please, make sure that all mentioned below documents are completed and checked before your submit your bid.

No	Required Documents	Yes/No
1	Bid Submission Form: Fully completed and duly authorized (See Section 6 for template);	
2	Price Schedule Form/ Bill of Quantities: Fully completed and duly authorized (See Section 5 for template);	
3	Detailed schedule of construction materials <u>by type of works</u> (See Section 9 for template);	
4	Technical description of offered ventilation equipment: fully completed and duly authorized Section 3a's table;	
5	Descriptive literature: Bidders shall provide full technical details of offered ventilation equipment in technical sheets or catalogues with pictures showing detail and general views of the equipment and components. Specific details/models of items offered should be clearly stated as standard technical sheets or catalogues may offer different options.	
6	Technical Bid Form (See Section 8 for template) ;	
7	Bid Security Form (See Section 10 for template);	
8	Copies of business registration documents and valid licenses (including license for ventilation works and others), permitting the bidder and/or it's subcontractor (s) to perform relevant type of work;	
9	Preliminary agreement (or Letter of Intent) between the bidder (general contractor) and subcontractor (s) to perform relevant works (ventilation part, for instance). This is relevant in case if general contractor will involve subcontractors under the project;	
10	Documents Establishing the Eligibility and Qualifications of the Bidder (See Section 7 for template);	
11	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;	
12	Quality Certificates (e.g., ISO, etc) and /or other similar certificates, accreditations and awards received by the Bidder, if any;	
13	Audited Financial Statements (Income Statement and Balance Sheet) including Auditor's Report for 2 out of the last 3 years.	
14	Price Schedule Form (Bill of Quantities) in the CD. The name of the company must be specified on the face of the disc, the signature of the head of company and the tender number with indelible marker;	
15	Check list for bidders (See Section 11 for template).	

Name: Signature:

[A person or persons authorized to sign on behalf of the bidder]

Date (Seal)

Section 12: MODEL CONTRACT FOR WORKS

MODEL CONTRACT FOR WORKS

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____[INSERT PROJECT NUMBER AND TITLE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform _____ [INSERT SUMMARY DESCRIPTION OF THE WORKS] (hereinafter referred to as the "Works"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, _____ [INSERT REVISION NUMBER AND DATE FROM THE CONTRACTS DOCUMENTS LIBRARY], attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;
 - b) the Technical Specifications and Drawings [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Tender _____ [IF THE CONTRACT IS ON THE BASIS OF UNIT PRICE, INSERT: including the Priced Bill of Quantities] [ref....., dated], as clarified by the agreed minutes of the negotiation meeting⁷ [dated.....], not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

[INSERT NAME AND ADDRESS OF THE CONTRACTOR]

2. Obligations of the Contractor

⁷ If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Technical Specifications/Drawings, as appropriate.

- 2.1 The Contractor shall commence work within ____ [INSERT NUMBER OF DAYS] days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by ../../.... [INSERT DATE], in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.
- 2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by ../../.... [INSERT DATE].
- 2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

- 3.1 In full consideration of the complete and satisfactory performance of the Works under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Invoices shall be submitted by the Contractor to the Engineer upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>DATE</u>
Upon signature of Contract/../....
...../../....
Upon substantial completion of Works/../....
Upon final completion of Works/../....

4. Special conditions

- 4.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

4.2 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be ____ [INSERT PERCENTAGE] of the price of the Contract per week of delay, up to a maximum of 10% of the final price of the Contract.

5. Submission of invoices

5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Modifications

7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

8. Notifications

8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

_____ [INSERT NAME OF RR OR DIVISION CHIEF]
Chief
United Nations Development Programme

Ref. ____/____/____ [INSERT CONTRACT REFERENCE & NUMBER]

Telex: _____

Fax: _____

Cable: _____

For the Contractor:

[Insert Name, Address and Telex,
Fax and Cable Numbers]

8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

[Insert Name, Address and Telex,
Fax and Cable Numbers of the Engineer]

OR

8.2 UNDP shall communicate as soon as possible to the Contractor after the signature of the Contract, the address of the Engineer for the purposes of communication with the Engineer under the Contract.

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME OF RR or Bureau/Division Director]

For [Insert name of the company/organization]

Agreed and Accepted:

Signature _____

Name _____

Title _____

Date _____

Section 13: UNDP General Terms and Conditions for Civil Works

UNDP General Terms and Conditions for Civil Works may be found at UNDP Turkmenistan website address:

<http://www.tm.undp.org/content/dam/turkmenistan/docs/UNDP%20General%20Conditions%20of%20Contract%20for%20Civil%20Works.pdf>