

**INVITATION TO BID**

**Construction of the 8 No. New Schools in Sofala Province – Four Lots:**

**LOT ONE (Chibabava)**

**Chicuacha Primary School**

**Madombatomba Primary School**

**Lot TWO (Chibabava)**

**Muconja Primary School**

**Heua Primary School**

**Lot THREE (Chibabava)**

**Macarate Primary School**

**Armando Guebuza Veruca Primary School**

**Lot FOUR (Dondo)**

**Mutua Primary School**

**Chipinde Primary School**

ITB No.: ITB\_002\_2020\_UNDP Mozambique

Project: Recovery Facility

Country: Mozambique

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# Section 1. Letter of Invitation

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

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

 Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements and Technical Specifications

Section 6: Returnable Bidding Forms

* Form A: Bid Submission Form
* Form B: Bidder Information Form
* Form C: Joint Venture/Consortium/Association Information Form
* Form D: Qualification Form
* Form E: Format of Technical Bid
* Form F: Price Schedule
* Form G: Form of Bid Security
* Drawings (separate attachment)

The tender document and its annexes appear online through UNDP online procurement platform:

 https://etendering.partneragencies.org Event ID: 0000006143

If your company is not registered in the e-Tendering Module, please use the following temporary username and password to register your company/firm:

**Username**: event.guest

**Password**: why2change

Kindly note that UNDP only accepts submissions through its e-procurement. To indicate your interest, please select the function/button “Accept Invitation” in eTendering system, where applicable. This will enable you to keep track on amendments or updates related to this process. Should you require further clarifications, kindly communicate with the named focal point, identified in the Data Sheet.

Please ensure your tender is prepared in accordance with the requirements as set out in the ITB document. Your tender should be submitted well before the Deadline for Submission of Bids stipulated in the Bid Data Sheet to avoid last minute rush.

Please acknowledge receipt of this ITB by sending an email to procurement.mozambique@undp.org indicating whether you intend to submit a Bid or otherwise.

 Issued by Approved by:

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| --- | --- |
| Name: Mauro Ivo de F. SaliaTitle: Head of ProcurementDate: June 3, 2020 | Name: Vineet MathurTitle: Operations Manager, aiDate: June 3, 2020 |

# Section 2. Instruction to Bidders

|  |
| --- |
| GENERAL PROVISIONS |
| Introduction | * 1. Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d>
	2. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
	3. UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.
	4. As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ([www.ungm.org](http://www.ungm.org)). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
 |
| Fraud & Corruption, Gifts and Hospitality | * 1. UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP’s Anti-Fraud Policy can be found at <http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti>
	2. Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	3. In pursuance of this policy, UNDP:

(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.* 1. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <http://www.un.org/depts/ptd/pdf/conduct_english.pdf>
 |
| Eligibility | * 1. A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
	2. It is the Bidder’s responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.
 |
| Conflict of Interests | * 1. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
	2. Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
	3. Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or
	4. Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
	5. In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP’s confirmation on whether or not such conflict exists.
	6. Similarly, the Bidders must disclose in their Bid their knowledge of the following:
	7. If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and
	8. All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.* 1. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
 |
| PREPARATION OF BIDS |
| General Considerations | * 1. In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
	2. The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.
 |
| Cost of Preparation of Bid | * 1. The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
 |
| Language  | * 1. The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
 |
| Documents Comprising the Bid | * 1. The Bid shall comprise of the following documents and related forms which details are provided in the BDS:
1. Documents Establishing the Eligibility and Qualifications of the Bidder;
2. Technical Bid;
3. Price Schedule;
4. Bid Security, if required by BDS;
5. Any attachments and/or appendices to the Bid.
 |
| Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP’s satisfaction.
 |
| Technical Bid Format and Content | * 1. The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
	2. Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder’s request and expense, unless otherwise specified.
	3. When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
	4. When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
 |
| Price Schedule | * 1. The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
	2. Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
 |
| Bid Security | * 1. A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
	2. The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.
	3. If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.
	4. In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.
	5. The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:
		1. If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;
		2. In the event the successful Bidder fails:
		3. to sign the Contract after UNDP has issued an award; or
		4. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
 |
| Currencies | * 1. All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:
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 Bids; and
2. In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above.
 |
| Joint Venture, Consortium or Association | * 1. If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
	2. After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
	3. The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.
	4. The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
	5. A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
1. Those that were undertaken together by the JV, Consortium or Association; and
2. Those that were undertaken by the individual entities of the JV, Consortium or Association.
	1. Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
	2. JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
 |
| Only One Bid | * 1. The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	2. Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
	3. they have at least one controlling partner, director or shareholder in common; or
	4. any one of them receive or have received any direct or indirect subsidy from the other/s; or
	5. they have the same legal representative for purposes of this ITB; or
	6. 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;
	7. they are subcontractors to each other’s Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
 |
| Bid Validity Period | * 1. Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.
	2. During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
 |
| Extension of Bid Validity Period | * 1. In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.
	2. If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	3. The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
 |
| Clarification of Bid (from the Bidders) | * 1. Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	2. UNDP will provide the responses to clarifications through the method specified in the BDS.
	3. UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.
 |
| Amendment of Bids | * 1. At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	2. If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
 |
| Alternative Bids | * 1. Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.
	2. If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”
 |
| Pre-Bid Conference | * 1. When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to ITB.
 |
| SUBMISSION AND OPENING OF BIDS |
| Submission  | * 1. The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.
	2. The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
	3. Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
 |
| Hard copy (manual) submission | * 1. Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:

a) The signed Bid shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:1. Bear the name of the Bidder;
2. Be addressed to UNDP as specified in the BDS; and
3. Bear a warning not to open before the time and date for Bid opening as specified in the BDS.

If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid. |
| Email and eTendering submissions | * 1. Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:
1. Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;
2. Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.
	1. Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>
 |
| Deadline for Submission of Bids and Late Bids | * 1. Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP
	2. UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.
 |
| Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
	2. Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”
	3. eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.
	4. Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
 |
| Bid Opening  | * 1. UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.
	2. The Bidders’ names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.
	3. In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
 |
| EVALUATION OF BIDS |
| Confidentiality | * 1. Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
	2. Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP’s decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP’s vendor sanctions procedures.
 |
| Evaluation of Bids | * 1. UNDP will conduct the evaluation solely on the basis of the Bids received.
	2. Evaluation of Bids shall be undertaken in the following steps:
	3. Preliminary Examination including Eligibility
	4. Arithmetical check and ranking of bidders who passed preliminary examination by price.
	5. Qualification assessment (if pre-qualification was not done)
	6. Evaluation of Technical Bids
	7. Evaluation of prices

Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary |
| Preliminary Examination  | * 1. UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
 |
| Evaluation of Eligibility and Qualification | * 1. Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	2. In general terms, vendors that meet the following criteria may be considered qualified:
	3. They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP’s ineligible vendors’ list;
	4. They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,
	5. They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;
	6. They are able to comply fully with the UNDP General Terms and Conditions of Contract;
	7. They do not have a consistent history of court/arbitral award decisions against the Bidder; and
	8. They have a record of timely and satisfactory performance with their clients.
 |
| Evaluation of Technical Bid and prices  | * 1. The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
 |
| Due diligence  | * 1. UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:
	2. Verification of accuracy, correctness and authenticity of information provided by the Bidder;
	3. Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
	4. Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
	5. Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;
	6. Physical inspection of the Bidder’s offices, branches or other places where business transpires, with or without notice to the Bidder;
	7. Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
 |
| Clarification of Bids | * 1. To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.
	2. UNDP’s request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.
	3. Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.
 |
| Responsiveness of Bid | * 1. UNDP’s determination of a Bid’s responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.
	2. If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
 |
| Nonconformities, Reparable Errors and Omissions | * 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.
	2. UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	3. For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:
1. 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;
2. 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
3. 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.
	1. If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.
 |
| AWARD OF CONTRACT |
| Right to Accept, Reject, Any or All Bids | * 1. UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP’s action. UNDP shall not be obliged to award the contract to the lowest priced offer.
 |
| Award Criteria | * 1. Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
 |
| Debriefing | * 1. In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder’s submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder’s submission shall not be discussed.
 |
| Right to Vary Requirements at the Time of Award | * 1. At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
 |
| Contract Signature | * 1. Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
 |
| Contract Type and General Terms and Conditions  | * 1. The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>
 |
| Performance Security | * 1. A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at

<https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.  |
| Bank Guarantee for Advanced Payment | * 1. Except when the interests of UNDP so require, it is UNDP’s standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at

<https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default>  |
| Liquidated Damages | * 1. If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor’s delays or breach of its obligations as per Contract.
 |
| Payment Provisions | * 1. Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
 |
| Vendor Protest | * 1. UNDP’s vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html>
 |
| Other Provisions | * 1. In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.
	2. UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.
	3. The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer>
 |

# Section 3. Bid Data Sheet

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

|  |  |  |  |
| --- | --- | --- | --- |
| **BDS No.** | **Ref. to Section.2** | **Data** | **Specific Instructions / Requirements** |
| 1 | 7 | Language of the Bid  | English and Portuguese |
| 2 |  | Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids) | Not AllowedBidders may elect to submit offers for one or more lots. Bidders must quote for all the sites under each lot.The requested construction works under this bid have been subdivided into FOUR (4) separate LOTS. Each LOT includes a number of sites where work is required to be undertaken as per the distribution below:

|  |
| --- |
| **Lot 1 – Sofala Province**  |
| **Schools** | **GPS coordinates** |
| Chicuacha Primary School | 33.87381 -20.4848 |
| Madombatomba Primary School | 34.03515 -19.8527 |
|  |  |
| **Lot 2 - Sofala Province**  |
| **Schools** | **GPS coordinates** |
| Muconja Primary School |  34.03278 -19.939 |
| Heua Primary School | 33.99389 -19.9987 |
|  |   |
| **Lot 3 - Sofala Province**  |
| **Schools** | **GPS coordinates** |
| Macarate Primary School | 33.77058 -20.4611 |
| Armando Guebuza Veruca Primary School | 33.92406 -19.7969 |

**Lot 4 - Sofala Province**

|  |  |
| --- | --- |
| **School** | **GPS coordinates** |
| Mutua Primary School  |  |
| Chipinde Primary School  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **District** | **Schools Name** | **Classrooms** | **Administration** | **Double latrines** | **Risk Zone** |
| Chibabava | Chicuacha Primary School | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |
| Madombatomba Primary School | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |
| Muconja Primary School | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |
| Heua Primary School | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |
| Gerome Primary School | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |
| Primary School Armando Guebuza  | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |
| Dondo | Mutua Primary School  | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |
| Chipinde Primary School  | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |

**IMPORTANT NOTE TO BIDDERS*** There is no limitation to the number of lots for which a bidder may submit. A company may bid for one, several or all lots.
* Where bidders elected, at their option, to bid for more than one lot, bidders must quote for all sites under each lot and in the quantities specified.
* Bidders may offer a percentage discount in the event they are awarded two or more lots.
* Bids not quoting for all (100%) items and in the quantities specified under a lot will be considered incomplete and will be disregarded.
* Bidders must provide one bill of quantities priced per site. The pricing per each site must be included in the tool provided for this purpose, namely: “Pricing per Lot”.
* UNDP will evaluate the bids for each individual lot on a mutually exclusive basis.
 |
| 3 | 20 | Alternative Bids  | Shall not be considered |
| 4 | 21 | Pre-Bid conference  | Will not be conductedNonetheless, potential bidders are strongly encouraged to visit the sites in order to familiarize themselves with the location and characteristics of the site where the works are required. The visit will enable potential bidders to identify all site conditions, such as necessary availability local facilities, accessibility to the site, among others, in order to make a responsive bid accordingly. |
| 5 | 16 | Bid Validity Period | 90 days for all lots |
| 6  | 13 | Bid Security  | Required in the amount of:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lot | Classrooms | Administration room | Double Latrines | Required in the amount of (MZM) |
| Lot 1 | 10 | 2 | 4 | 200,000.00 |
| Lot 2 | 10 | 2 | 4 | 200,000.00 |
| Lot 3 | 10 | 2 | 4 | 200,000.00 |
| Lot 4 | 5 | 1 | 4 | 100,000.00 |

Acceptable Forms of Bid Security* Bank Guarantee (See Section 8 for template)
* Any Bank-issued Check (*cheque visado*)

Bid Security issued by Insurance Company will NOT be accepted.**Please note** For each lot, bids not accompanied by an acceptable Bid Security shall be rejected. The Bid Security of a joint venture must define as “bidder” all joint venture partners and list them in the following manner: a joint venture consisting of “\_\_\_\_\_\_,” “\_\_\_\_\_\_,” and “\_\_\_\_\_\_”.A scanned copy of the bid of each lot must be submitted on etender. The original bid security must be physically submitted to UNDP Mozambique Country Office within one working day following bid closure time and date. |
| 7 | 41 | Advanced Payment upon signing of contract  | Allowed up to a maximum of 20% of contract value to facilitate early mobilization and early start-up of the contract. If the advance payment is equivalent or above Thirty Thousand USD (30,000) USD, the proposer shall submit a Bank Guarantee in the full amount of the advance payment.The advance payment is based on the Contract Price excluding contingences and provisional sum and will be paid in the same currencies and proportions as the Contract Price. |
| 8 | 42 | Liquidated Damages | Will be imposed as follows:Percentage of contract price per day of delay: 0.5% for every day of delay up to a maximum number of 100 calendar days, after which UNDP may terminate the contract. |
| 9 | 40 | Performance Security | Required in the amount of 10% of the total contractual value. The performance security shall be stipulated in the currency of the contract and shall only be in one of these forms:* Bank guarantee issued by a reputable bank and acceptable to UNDP.

The Performance Security shall be provided no later than twenty-one (21) days after receipt of the Notice of Award, in the amount specified in the Special Conditions of the Contract and denominated in the types and proportions of the currencies in which the Contract Price is payable.The Performance Security shall be valid until a date twenty-eight (28) days from the date of issue of the Certificate of Final Completion.The contract retention is five percent (5%) of the contract price. The retention duration will be 90 days. |
| 10 | 12 | Currency of Bid  | United States Dollar / Mozambican Metical |
| 11 | 31 | Deadline for submitting requests for clarifications/ questions | Two (2) working days before the submission deadline.Clarifications related to e-tender submission can be submitted by bidders up to one working day, prior to the submission deadline date and time. |
| 12 | 31 | Contact Details for submitting clarifications/questions  | Focal Person in UNDP: Procurement UnitE-mail address: procurement.mozambique@undp.org  |
| 13 | 18, 19 and 21 | Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries | Posted directly to eTendering Only tenders submitted through eTendering will be evaluated. Tenders submitted otherwise will be disregarded. |
| 14 | 23 | Deadline for Submission  | 25 June 2020, as indicated in eTendering system. PS: **Note that system time zone is in EST/EDT (New York) time zone.**  |
| 14 | 22 | Allowable Manner of Submitting Bids | [x]  e-Tendering |
| 15 | 22 | Bid Submission Address  | BU Code: MOZ10Event ID number: 0000006143 |
| 16 | 22 | Electronic submission (**eTendering only**) requirements | * Format: PDF files only
* File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.
* All files must be free of viruses and not corrupted*.*
* Max. File Size per transmission:50MB
 |
| 17 | 25 | Date, time and venue for the opening of bid | This is an e-Tendering submission, all bidders who have registered and submitted their bids for this tender will receive an automatic notification of a bid opening report. |
| 18 | 27,36 | Evaluation Method for the Award of Contract | Lowest priced technically responsive, eligible and qualified bid.* UNDP Mozambique will undertake the technical evaluation per lot against the qualification requirements and evaluation criteria listed under Section 4 of the present ITB
* UNDP Mozambique expects to award and conclude a maximum of five (5) contracts.
* The evaluation of each lot is mutually exclusive.
 |
| 19 |  | Expected date for commencement of Contract | *July 15, 2020* |
| 20 |  | Maximum expected duration of contract  | 180 Calendar Days |
| 21 | 35 | UNDP will award the contract to: | One Proposer OnlyEACH LOT will be awarded to the lowest Priced bidder deemed Technically Responsive, following mandatory Eligibility and Qualification review. Contracts will not be awarded for two (2) or more lots to any bidder offering the same staff and/or equipment for two or more lots (except for the part-time staff that may be able to work in two provinces simultaneously). Bidders shall be required to present different CVs for personnel and proof of equipment ownership or hire or lease if submitting bids for more than one lot.In the event where the bidder’s financial offers for two (2) or more lots are the lowest, capacity assessment (human, financial, materials and logistics) shall be performed in order to demonstrate that the bidder has the ability to undertake all the lots simultaneously. As the Lots under the ITB are to be awarded separately, there is a possibility that a bidder who has applied for more than one Lot, may be the lowest priced technically responsive bid for several Lots but is determined not to have the capacity to undertake all the Lots it is the lowest priced for.Determination of award for the Lots in such a scenario would be based on the following criteria: 1) Overall least price best value for money combination across Lots to UNDP Mozambique based on different combinations of award. 2) Preference to award a Lot to a bidder in the event that there may not be other technically responsive bids for that Lot to ensure there is coverage for all Lots;3) Irrespective of determined capacity to undertake more than 1 lot, UNDP may decide at its discretion to award Lots to different bidders to reduce risk of delivery. |
| 22 | 39 | Type of Contract  | Contract for Civil Works <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| 23 | 39 | UNDP Contract Terms and Conditions that will apply  | UNDP General Terms and Conditions for Works<http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| 24 |  | Other Information Related to the ITB | Minimum Qualifying Criteria(Clauses 9.1 & 9.2)*Valid registration certificate to trade in Mozambique as a construction firm, minimum license 4th class (Alvará de Construção Válido, mínimo 4ª Classe - Categoria I, II sub Categoria 1ª a 7ª.* |

# Section 4. Evaluation Criteria

**Preliminary Examination Criteria**

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

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

**Minimum Eligibility and Qualification Criteria**

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

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

|  |  |  |
| --- | --- | --- |
| **Subject** | **Criteria** | **Document Submission requirement** |
| **ELIGIBILITY**  |  |  |
| **Legal Status****(Mandatory)** | Vendor is a legally registered entity.Bidders are required to fill Form B. Additionally; bidders must also include the following documents: - A company profile of at least 5 pages but not exceeding 15 pages.- A proof of registration with the Conservatory of Legal Entities Registration (CREL); or such other entity as may be prescribed by the national regulations.- A valid Certificate of Business Registration- A valid certificate of discharge from the Tax Administration- Valid license/permit to perform construction works in Mozambique.- Valid declaration issued by the institution responsible for the national social security system. | Form B: Bidder Information Form  |
| **Eligibility****(Mandatory)** | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3. Bidders are required to fill Form A. **Additionally:**- Bidders must not be debarred from participating in procurement proceeding by any legal authority in Mozambique. | Form A: Bid Submission Form |
| **Conflict of Interest****(Mandatory)** | No conflicts of interest in accordance with ITB clause 4. Bidders are required to fill Form A. | Form A: Bid Submission Form |
| **Bankruptcy****(Mandatory)** | Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.Bidders are required to fill Form A. Additionally: Certificate issued by Ministry of Justice (Mozambique | Form A: Bid Submission Form |
| **Certificates and Licenses****(Mandatory)** | Bidders are required to fill Form B, including:* Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country
* Certificate of Business Registration
* Valid license/permit to perform construction works in Mozambique.
 | Form B: Bidder Information Form |
| **QUALIFICATION** |  |  |
| **History of Non-Performing Contracts[[1]](#footnote-2)****(Mandatory)** | Non-performance of a contract did not occur as a result of contractor default for the last 3 fiscal years (from January 2017 onwards). | Form D: Qualification Form |
| **Litigation History****(Mandatory)** | No consistent history of court/arbitral award decisions against the Bidder for the last 3 fiscal years (from January 2017 onwards). | Form D: Qualification Form |
| **Previous Experience****(Mandatory)** | Minimum 5 (five) years of relevant experience.Bidders are required to include a list containing a brief description, date and value of works completed and ongoing (indicate current percentage of completion) over the past five (5) years. | Form D: Qualification Form |
| Minimum 3 contracts of similar value, nature and complexity implemented over the last 5 (five) years. - Bidders are required to include a copy of three (3) Certificates of Practical Completion of their latest three (3) contracts over the past 5 (five) years.*(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Form D: Qualification Form |
| **Financial Standing****(Mandatory)** | For all Lots: Average annual turnover of at least 10,000,000.00 Meticais (MZN) within the past three (3) years (2016 onwards). *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Form D: Qualification Form |
| Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting audited financial reports covering the past three (3) years 2018-2017-2016.Bidders are required to include their companies audited accounts for the past three (3) years (mandatory)Please do not submit audited financial statements beyond the required years. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).*Note: UNDP reserves the right to verify the bidder financial capacity and seek references from the concerned parties & banks on the bidder’s financial standing. UNDP reserves the right to reject any whom investigations reveal is not financially capable and/ or has serious financial problems. | Form D: Qualification Form |
| **Technical Evaluation** | The technical bids will be evaluated **for ALL LOTs** on a **pass/fail** basis for compliance against the following main criteria: Main criterion 1: The required personnelMain criterion 2: The required equipmentMain criterion 3: The implementation timetable Bidders need to comply with the requirements under each criterion as listed below to be considered technically responsive.**Bidders intending to submit offers for more than one lost are required to present different CVs for personnel and proof of equipment ownership or hire or lease under each lot.** | Form E: Technical Bid Form |
| **Criteria 1: Personnel** | The bidders are required to submit:1. Duly signed CVs of the below proposed key personnel in the format provided in Form E dated.
2. Copy of the relevant diplomas and/or certificates attesting successful completion of studies.
3. Confirmation of Availability Letters for each proposed CV

N.B: **The owner(s) and/or General Managers of the contracting company are not allowed to fill in any of the key positions listed below.**For all LOTS

|  |  |  |  |
| --- | --- | --- | --- |
| **Staff Position** | **Minimum educational qualification** | **Minimum years of experience** | **Time-effort required** |
| **Site Engineer** *(Diretor de obra)* | BSc in Civil EngineeringorCivil Engineer Technician  | 5 years of experience in on-site management of construction works | Full-time resident position: to be available on-site during implementation of the works in Chibabava from start until completion |
| **General Foreman** *(Encarregado)* | Civil Engineer Technician or Basic level in civil construction | 10 years of experience in the conduction and management | Full-time resident position: to be available on-site during implementation of the works at School from start until completion |

 |  |
| **Criteria 2: Equipment** |

|  |  |
| --- | --- |
| **LIST OF EQUIPMENT** | **Minimum Required****(LOT)** |
| Tipper truck with a minimum capacity of 5 tons | 1 |
| Vibratory Plate Compactor | 1 |
| Concrete mixers with a minimum capacity of 500L | 2 |
| Concrete vibrators | 2 |
| Scaffolding pairs | 4 |
| Electric generator | 1 |

 |  |
| **Criteria 3: Timetable** | The contractor is required to provide a detailed and proportionate Plan to the scheduled 180 calendar days. It shall include the following information:* A technical approach and methodology proposed for the execution of works; details on how it intends to organize and execute the works as well as ensure the quality, timelines and warranty period. (**mandatory**)
* A Construction schedule of activities with a maximum of 6 months completion timeframe. The Schedule must list all activities, duration and sequence for all lots, considering all sites. The schedule shall include the critical path and the delivery milestones. (**mandatory**)
* A level of effort table in the form of a spreadsheet showings of each personnel and the time allocated for his/her involvement, expressed in number of working days. (mandatory)
* A Cumulative Cash-Flow chart (S-curve) expected during implementation. (**desirable**)
 |  |
| **Financial Evaluation** | Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.Detailed cost and pricing on requirements listed in Section 5 and quoted for by the bidders in Form F – Bill of Quantities. Percentage discount in the event where bidder is awarded two or more bids (Bidders to state in the related BOQ). | Form F: Bill of Quantities |

# Section 5a: Scope of Work

# I. Introduction

The present descriptive and justification report refers to the executive project for the construction and rehabilitation of schools in conventional material in the Sofala Province under the Recovery Mechanism after Cyclone Idai and Kenneth in the province of Sofala and Cabo Delgado Province. This project is funded by UNDP and Partners. The construction and/or rehabilitation of schools will be based on the model projected by the United Nations Program for Human Settlements in Mozambique (UN-HABITAT), as a result of the recommendations given by the project “Safe Schools”, an initiative supported by the World Bank - Global Service for Disaster Reduction and Recovery (GFDRR) and led by the Ministry of Education (MINEDH) in coordination with the Ministry of Public Works (MOPHRH) and the Ministry of State Administration and Public Service, through the National Institute for Disaster Management (INGC).

# 1.2. framework

After the widespread devastation caused by cyclones ldai and Kenneth, the government and its international partners began the long and challenging emergency response and recovery response. The severity of the damage and loss (estimated at 3.2 billion), the underlying vulnerability and the limited capacity in the affected areas have made recovery efforts much more difficult. UNDP has supported the Government of Mozambique since the initial response. The International Commitment Conference yielded $ 1.3 billion in commitments from development partners. On that occasion, the government and development partners emphasized the importance of building resilience and accelerating the implementation process. The Recovery Mechanism is being financed with the support of resources from the European Union, Canada, Finland, the Netherlands, India, China and Norway, together with UNDP. The program's total budget is $ 72.2 million over five years. Given the mandate of the program, the size of resources and the imperative of accelerated implementation, UNDP decided to establish a dedicated Program Management Unit based in Beira. UNDP is implementing its RF through an integrated approach, balancing early recovery and building resilience. The Recovery Mechanism focuses mainly on enabling the restoration of livelihoods and, at the same time, strengthening the community's resilience against future disasters and ensuring that gender equality and equity is maintained in the process. The RF program includes the rehabilitation of agricultural and livestock production, the improvement of water resources for people and animals, the construction of schools, health and nutrition centers and the introduction of income-generating activities to support people.

# II. DEscription of the project.

The project for a school includes the construction of a block of 3 classrooms, a block of 2 classrooms and administration, 4 improved latrines (doubles). The latrines will be provided with a rainwater collection and storage system and a concrete washbasin will be built on the front facade. Each building will have a covered area of ​​244.62 m², and 10.55 m² for improved latrines, the level of the ground floor will be about 60 cm from the ground level, with access by means of steps and ramps with a maximum inclination of 11% for people with disabilities. The construction will be of the conventional type with reinforced concrete structure, masonry in cement and sand blocks and cover in IBR type sheets supported on a resilient structure of treated pine wood and affixes with all resilience accessories in the connections according to the details and details in the drawings. At this stage, the construction of 8 schools in Sofala Province is planned, namely:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| District |  Schools Name | Classrooms | Administration  | Double latrines | Risk Zone |
| Chibabava | Chicuacha Primary School | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |
| Madombatomba Primary School | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |
| Muconja Primary School | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |
| Heua Primary School | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |
| Macarate Primary School | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |
| Primary School Armando Guebuza Veruca | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |
| Primary School Girome - Goonda | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |
|  | Primary School Chaconja - Mucheve | 5 | 1 | 4 | Zone 1 (Winds up to 210Km/h) |

A- School building sites

**III. CONSTRUCTION AND REHABILITATION**

### 3.1 NORMANS AND REGULATIONS

The project took into account the General Regulation of Urban Buildings (REGEU). The design of reinforced concrete structures was based on the Prestressed Reinforced Concrete Regulation (REBAP), Action Request Regulation (RSA) and Steel Structure Regulation for Buildings. For hydraulic installations, he considered the provisions of the Regulation on Building Water Distribution and Wastewater Drainage Systems - Mozambique.

## In general, the specific construction standards for construction, in particular those in the Bulletin of the Republic, were carefully followed.

**3.2. GENERAL TECHNICAL CONDITIONS**

The Contractor must ensure that he has all the drawings on the list of drawings referred to in the Project Summary.

**3.2.1 DEPLOYMENT AND GUIDANCE**

The list of drawings, which constitute a standard project, does not include the implantation plan, being dependent on the available land. The implantation plan must be prepared taking into account the conditions of the land and then delivered to the Contractor for the construction of the work. The implantation scheme will become a contractual document, just like the other plans and will give rise to a mention signed in the Work Book, or to an official correspondence. In order to eliminate or minimize the harmful effects of the climate and contain costs, buildings should be oriented according to 3 factors:

**Sun:** In order to avoid the longitudinal entry of the sun inside the classrooms and the subsequent discomfort of the students sitting in the sun and heating of the interior environment, the windows and doors should not be exposed to direct sunlight. Therefore, the longitudinal axis, that is, of the building's gables, should be aligned, as far as possible, in the East-West direction.

**Wind:** In relation to the prevailing strong winds: The building must be installed in such a way that the main openings are protected. Otherwise, the cover could be lifted by strong winds. The latrines should only be installed after the dominant wind direction has been evaluated, in order to remove odors.

**Slope:** If the land presents significant slopes, the long buildings should be installed as far as possible parallel to the level levels. The contractor and the Inspection must take these factors into account. As a general measure, the construction should be located at a distance from the top and bottom of the slope, at least ½ the height of the same slope, and in all cases not less than 2m. The building must not be located on top or at the base of slopes with a pendency greater than 40%.

**Proximities to arboreal elements:** Trees are a fundamental element for the protection of buildings against winds, but if they are too close they can cause destruction to the building, therefore the building must be deployed away from the trees at a distance equal to or greater than the height of the building.

**Distances between buildings:** This measure must also be taken into account when implementing the building next to another one already built or to be built, therefore, the distance between buildings must be equal to or greater than the height of the building.

**3.2.2 SEVERAL**

Even when not clearly defined in the respective Specification, it is mandatory to apply certified and/or approved materials. Whenever the Inspection requires, the Contractor undertakes to present - within the period established by that entity - documents proving that it will be applied in the work, certified and/or approved materials; as well as, the works are being carried out by personnel or applicators qualified for this. Regardless of the existence of these documents, the Inspection may - whenever it sees fit to carry out inspections and tests of a general or other nature.

The Contractor is responsible for the adequate protection of the entire work against storms and thunderstorms, rain, surface or groundwater. In addition, you must have a valid professional insurance policy, according to the contractual terms. It must also supply and operate all the pumping systems necessary for the maintenance, of water-free foundations, as well as any protection of finished works. In the event of damage caused by any of those causes or the negligence of its workers or visitors, the contractor must carry out the necessary repairs at his expense. The contractor is responsible for setting up temporary facilities for the storage of perishable or non-perishable materials, and an office and shelter for personnel, who will demolish and remove it from the construction site prior to its provisional reception. The contractor will maintain a general supervisor of the work, of proven competence, at the shipyard during normal working hours, who will be authorized to receive and comply with orders from the work owner or his representative. The contractor must place all orders for materials necessary for the work in a timely manner and will be entirely responsible for any delay in the delivery of any material. The contractor shall provide, as soon as possible, all samples required by the developer or his representative, who may reject any material or work that does not correspond to the approved samples. The contractor is responsible for delivering the work to its provisional reception in perfect clean condition, with all moving parts and equipment lubricated and operational, clean glass, unobstructed pipes and without sand or residue, paint dripping from surfaces, etc.

**4. EARTHWORKS**

**4.1 CLASSIFICATION OF MATERIALS**

The classification of the materials to be excavated should be taken as a guide for establishing its degree of hardness. The contractor must certify, by direct examination, the nature of the materials to be excavated. Any extra payments that result from a lack of consideration for this point will not be satisfied.

**4.2 MEASUREMENTS AND EXCAVATIONS**

Excavations were measured considering the finished dimensions of the concrete foundations and any other buried element. When measuring the excavations, this rule will be strictly considered and there will be no payment of any extra cost if the excavations or depths are of greater width or depth, whatever the material in which it was carried out.

**4.3 COLLAPSE OR LANDSLIDES OVER EXCAVATIONS OR HOLLOWS**

If there are landslides or landslides on the ground next to the excavation beyond what is necessary to open it, the displaced material will not be paid for as an excavation and must be removed and deposited on site, removed or reused and compacted as indicated by the Inspection. Where there are landslides or where the excavation exceeds the expected and necessary depths, in positions where the ground should structurally support the construction, the Contractor must proceed with filling and correcting solid concrete levels (“E” class) at his expense. In the measurement of the excavation, it is assumed that the land will be leveled to the level required for the concreting of floors, shoes, bases, cleaning concrete, etc., before filling. This measurement method will be suggested for all excavation adjustments or new measurements regardless of any method that has been used by the Contractor. The excavation for the foundations will have a minimum depth of 80 cm, and a width of 50 cm, according to the projects. The materials removed below the project dimensions, should be replaced by properly compacted soils. Attention should be paid to the convenience of reducing to a minimum, the time between the opening of the hollows or ditches and their filling, in order to avoid the collapse or disintegration of the trench walls and their prolonged flooding. The excavation bottoms will be smoothed, leveled and well compacted. In case of doubt about the proper compactness of the foundation bed, the inspection may recommend tests for its verification. Excavated material not applied to landfills will be transported to the dump.

**4.4 INSPECTION NOTICE**

The Contractor will notify the Inspection when the excavations or hollows are ready to receive the foundations and will not fill any excavation until it has been inspected and approved by the Inspection to do so.

**4.5 LANDFILLS**

Landfill materials must be free of organic debris or waste and must come from soil selected from the excavation. The soils to be used in the landfill layers will, when necessary, be watered, and one should seek whenever possible to provide the soil with the necessary moisture and degree of compaction. Whenever it is found that the soil moisture exceeds the optimum values ​​for good compaction, according to the Inspection, the necessary steps will be taken to correct it. Landfills will be carefully executed in layers. The thickness of the layers must be in accordance with the compaction means. When the means used are not mechanical, the thickness of the layer should not exceed 0.20m. A layer should not be spread without the previous one having the required degree of compaction 95%. The execution of landfill on buried parts should only be carried out after the inspection has been approved. The measurement of the landfill quantities will be carried out according to the foundation level approved by the inspection and taking into account that the excavations were carried out as previously specified. Any damage caused by settlement resulting from defective consolidation and compaction will be corrected by the contractor and at his expense.

**4.6 BLISTERING**

In elements such as filling or removing excess material, only the consolidated volume will be measured. The contractor should count on the blistering in his prices.

**4.7 PRICING**

The prices for all excavations include the leveling and formation of the external levels of the terrain, curves, etc., adjustments of curbs and sidewalks, leveling, irrigation and compacting of the bottom of the excavations for approval of the Inspection; and also consider all phasing and removal, loading and transport at a distance of up to 100m from the perimeter of the work and deposit in piles for reuse and spreading and leveling as necessary. Prices for maneuvering and working space must include what is necessary for the further excavation, for the risk of collapse or subsidence and for the refilling and compacting of the excavated material. The prices for all types of filling under floors, around the work, etc., must also include the loading of the material over or under as described in the Measurements. If the contractor follows any other method not foreseen, this in itself should be considered extra in relation to the method considered in the Measurements.

**5. FOUNDATIONS**

The choice of the land on which the foundations will be based should be such that it offers the necessary resistance capacity to allow the stabilization of the properties. The drills will be executed according to the dimensions indicated in the project, for sandy and loose soils, the excavation depth should never be less than 80cm taking as a base, the lowest level of the terrain if it is sloping. If deemed necessary depending on the conditions of each type of soil, a layer of soil-cement of 20cm thickness should be applied in order to guarantee greater soil resistance capacity. If the soil is potentially clayey, borrowing soils will be mandatory. The running shoes will be made of B25 concrete in the line of 1: 2.5: 3 in volume of cement, sand, stone, respectively, with a thickness of 20 cm and a width of 60 cm. Before the execution of the shoes, it is necessary to ensure the compaction of the bottom of the excavation and the execution of a 10cm thick rockfill with a "2” median stone. Landfills will be carried out with land from excavations and on loan in accordance with the soil conditions and the final levels defined in the executive project, the land to be used will be clean and free of organic substances or any other impurities.

# 6. Ground slab

The pavement will be carried out on the landfill well regularized with land from the excavations and / or loan chambers, watered and well compacted in successive 20 cm layers. A rockfill will be made in medium stone, with a thickness of 10 cm, on which the concrete slab B20 simple with a line of 1: 2.5: 5 (cement, sand, stone) with a thickness of 10 cm will be concreted. A waterproofing tarpaulin with a thickness of 250 microns will be laid on the floor, before concreting in order to prevent and or reduce the humidification of walls and floors by means of capillarity. The final floor level will be defined in the execution drawings if the entrances will always be provided with access ramps with a slope not exceeding 11 degrees. The ground floor will be in simple concrete, cast with a thickness of 10 cm over the leveled and compacted rockfill of 10 cm with median stone 2 ”. The concrete will be applied on continuous surfaces that will not exceed 30m2, separated by construction joints finished with 1: 5 mortar, 7 days after the initial concreting. The floor will be finished with simple screed and smoothed according to the recommendations.

## 7. BUILDING STRUCTURE

The building will be provided with pillars and beams in reinforced concrete of class B25 in volume of cement, sand, stone, respectively at the points indicated in the project, they will have a section according to the designed parts and reinforced with steel of class A400 according to the details in the drawings. The connection between the bars and stirrups will be made by annealed wire.

# 8. BUILDING WALLS AND PLASTERING

The masonry on the running shoes will consist of softened blocks of 200x200x400mm, the outer walls with blocks of 20x200x400cm, all according to the project drawings. The blocks will be made of cement and sand based on cement mortar and sand with a 1: 4 line. The concrete to soften the foundation blocks will be 1: 4: 7 in volume of cement, sand, stone, respectively. The elevation walls of the latrines will be made of hollow blocks in cement and sand 10 cm thick, they will be laid in cement and sand mortar to the trace 1: 4 of volume of cement and sand, respectively. The base walls must be properly prepared to receive the plaster. The surface to be covered must be completely clear of particles that are not adherent or any other bodies that may affect the plaster mortar, as well as free of dust, grease or fire soot. The surface to be covered must have the necessary stiffness and be perfectly performed so that plaster thickness greater than 1.5 cm does not have to be used. Immediately before applying the plaster, the wall must be abundantly wet in order to be totally moist at the time of applying the mortar, without, however, presenting any cavity with trapped water. When it has not been possible to avoid irregularities in the performance of the base wall, greater than the tolerances, all the depressions must be filled in advance, with mortars identical to the plaster, as a base for the plaster to be placed later. The thickness of each layer should not exceed 2.0 cm.

# 9. carpentry – windows and doors

All doors and windows will be made of solid earth wood (chamfer or umbila), very dry and free of knots and whiteness. All frames and finished joinery should have very smooth and smooth surfaces, with slightly rounded edges completely free of machine marks or hand tools. The roundness of the edges will be of the order of 2 mm in radius according to the inspection indication for each case. All joineries will be protected after being installed to avoid damage to the edges and surfaces, cement or paint stains, etc. Joinery parts must be prepared immediately after ordering. They will be stored in a dry place in order to be approved by the Inspection. In the event that any joints are opened by warping or shrinkage before the work is finished, these parts must be removed and replaced at the contractor's expense. Unless otherwise indicated, all joineries will be built according to the best practices, armed with joists and joints, pegged and with glued, bolted dovetail joints, etc., as best required for each case. The longest possible lengths for all elements will be used throughout the work. When necessary, any joint will be made of half wood by overlapping and pegged and the tops always the best possible match. These will be executed according to a detailed drawing, most of which will be treated as described.

## 9.1 IRONMONGERY

All the fittings to be used in the work will be of the types, dimensions, finishes as described in the technical specifications drawings. All parts will be assembled, with suitable screws, either in size, in material or in the shape of the head. All parts must be perfectly clean and lubricated for the delivery of the work.

# 10. locksmiths

All doors and windows will be made of solid earth wood (chamfer or umbila), very dry and free of knots and whiteness. All frames and finished joinery should have very smooth and smooth surfaces, with slightly rounded edges completely free of machine marks or hand tools. The roundness of the edges will be of the order of 2 mm in radius according to the inspection indication for each case. All joineries will be protected after being installed to avoid damage to the edges and surfaces, cement or paint stains, etc. Joinery parts must be prepared immediately after ordering. They will be stored in a dry place in order to be approved by the Inspection. In the event that any joints are opened by warping or shrinkage before the work is finished, these parts must be removed and replaced at the contractor's expense. Unless otherwise indicated, all joineries will be built according to the best practices, armed with joists and joints, pegged and with glued, bolted dovetail joints, etc., as best required for each case. The longest possible lengths for all elements will be used throughout the work. When necessary, any joint will be made of half wood by overlapping and pegged and the tops always the best possible match. These will be executed according to a detailed drawing, most of which will be treated as described.

# 11. Structure of the coverage

All the wood to be used in the roof structure will be of good quality, very dry, without knots, warps, or other defects and will be sawn according to the good rules of the art, well squared, in the necessary lengths, and in the dimensions that allow the finishing according to the specifications of the details. They may be earth woods or pine wood. The sections used in the project are 15x5 cm and 7.5x5 cm. All wood used in the roof structure must be previously approved by the inspection, properly treated against the attack of insects and fungi, in particular termites, through approved methods, such as pressure treatment or other similar method, of proven quality. They will always be protected with products of organic solvent, having as preservative or active substance Chlorinated Naphthalins, specially indicated as preventive and curative against Fungi of the Rot and Insects Xilófagos: Woodworms and termites. In all cases, the assembly of said trusses will be done based on the details shown in the drawings. All trusses must be supported by reinforced concrete beams according to the designed parts. The connection of the wooden parts will be made using connection plates as detailed in the drawings. The trusses must be approved by the inspection before placement.

# 12. ROOF COVERINGS

The covering material will be the safintra type IBR cover plate made of 0.6mm thick galvanized iron. The lateral and front projections will be as expressed in the drawings. The plates will be handled, transported and stored in such a way that they will not be damaged by shock, perforations, or arrows caused by permanent deformations. The plates will preferably be stored under covered areas. When protected from water, the plates will be placed in piles not too high on wooden blocks, in sufficient numbers for the load to be transmitted as evenly as possible. The handling of plates with a length greater than 3.0 m will be carried out by more than 2 men in order to avoid deformations or even breakage. The settlement will start on the opposite side to the prevailing winds and rains and from the bottom up. The lateral and longitudinal overlays of the sheets and the finishing pieces will obey the indications provided for that purpose by the manufacturer. The plates are fixed to the structure using threaded nails (screw type) and sealing washer. The number of fixings will be 3 per wedge on each plate and 1 on each wave in the eaves of the eaves and the ridge. The fastening of the fastening elements will be firm without, however, causing any part of the fastening elements to be deformed. The cuts and perforations to be made in the sheets, will be carried out carefully and will be carried out by appropriate mechanical means. These operations will never be carried out on areas already covered. The ridges, gable ends, slope, etc., will be executed in molded parts and supplied by the same manufacturer of the sheets and their specifications will correspond to those of the sheets that finish. All plates, trim pieces and accessories will be conveniently placed, in order to observe a convenient sealing of the parts and their set.

# 13. Painting

All materials used in the painting will be of the best quality and must be approved by the inspection. The coating of carpentry pieces, when required by the project, will be cellulosic varnishes. The contractor must indicate in a timely manner which brands and types of paints and other finishing materials for approval by the inspection, while obeying, however, the guidelines defined by the inspection. All materials to be used in the painting work must be brought to the work in sealed and sealed cans or drums and no tampering will be allowed. All painting work will be carried out according to the color schemes defined by the Inspection or the developer. In all cases the preparation of the surfaces and the application of paints, varnishes, oils, etc., will be carried out strictly according to the manufacturer's instructions for each type of surface and for each type of finish specified. All surfaces to be painted must be perfectly dry and clean, without residues of oils or grease, dust or sand and prepared for painting. The plastered surfaces will be well brushed, and all cracks will be redone and dented. The wooden surfaces will be perfectly finished, sanded and sanded until smooth faces are obtained before painting or varnishing; between each coat, fine sandpaper should also be applied.

# 14.EXTERIOR arrangements

## 14.1 trees and bushes

All trees and shrubs on the ground and outside the boundary of the foundations will be preserved and protected against any damage they may suffer during construction. The Inspection will determine which trees and shrubs to be felled outside those limits. The resulting woody material must be removed at the contractor's expense, after agreement with the local Education Director.

## 14.2 leveling

The land will be leveled to the quotas in the project, both in paved areas and in non-paved areas. The contractor will take the utmost care to ensure that the final quotas are obtained on the surface of the land ready for planting.

## 14.3 soil removal and conservation

The organic soil will be removed from the surface of any area and level, stacked in a convenient place and spread again after the general leveling of the base is complete.

## 14.4 final land preparation

When preparing the leveling of the land, utmost care will be taken to ensure that there will be no burial or scattering of debris from the work, organic or inorganic, and that the coverage and protection of pipes is complete before closing it from the ditches.

# IV. OMISSons

For all cases omitted in this report, the basic principles prescribed by current legislation will be observed.

# V. ANEXes

**PRICING PREAMBLE**

1. Bidders are requested to fill the attached BOQs and Summary per Lot.
2. Bidders are required to submit their Priced BOQs and Summary per Lot in Excel format and in PDF format (signed and stamped).
3. Currency of bid is USD or Mozambique Metical.
4. The tender documents are complementary. The Bidder’s attention is directed to the UNDP Conditions of Contract, the technical specifications and the tender diagrams and drawings which are to be read in conjunction with the Bill of Quantities. Accordingly, the item specification is not limited to item description in the bill of quantity but rather to the tender documents as a whole.
5. It is deemed that all mentioned in the technical specification (General and Specific), drawings, bill of quantities, pre-bid meeting notes and/or any addendum thereof are included in the unit prices of the items and no extra charges will be paid in that respect.
6. In case of any discrepancy, omissions or improper description of details of the items in the tender documents, the Bidder shall inform UNDP Mozambique during the period allowed for clarifications and price according to the UNDP's answer.
7. No claims shall be entertained upon misunderstanding or misinterpretation of Contract Documents. If the Bidder is uncertain as to the meaning, it shall contact UNDP to satisfy itself, before submitting his Bid.
8. In case there is unclear or missing specification for items and the Bidder has not requested clarification during the period allowed for, it is deemed that the Bidder has based his prices on high quality materials and best practice in implementation. The specification shall be defined by UNDP.
9. The Bidder is deemed to have visited and investigated the site and identified all site conditions in terms of ground nature, accessibility to site, availability of services like water & electricity and all factors affecting execution of work activities before submitting his offer. All such factors are deemed to be taken into consideration while pricing.
10. Except where special provision is made in the BOQ, the rates and prices inserted shall be inclusive of all costs required for completion of all works described in the Technical Specifications, the contract diagrams, drawings and BOQ for the respective items and shall cover all labor, supervision, temporary work, materials, transport, plant, equipment, tools and incidentals, overhead charges, maintenance, watching and lighting, as well as the general liabilities, obligations and risks, charges and profit being spread proportionally over the rates in the Bill of Quantities. The Contractor shall have no claim for further payment in respect of any work or method of execution which may be described in the Contract even though, apparently, no corresponding item is given in the Bill of Quantities.
11. No allowance will be made for waste, laps, circular work, cutting, etc. unless specifically stated and no deductions will be made in blockwork for grout, nicks, joggle holes or rounded arises or in concrete for sinkages, for fitting ironwork, etc. The quantities of work and material stated in the Bill of Quantities are not to be considered as limiting or extending the amount of work to be done or material to be supplied by the Contractor.
12. The rates inserted in the Bill of Quantities are to include the cost of provision, operation, maintenance and removal on completion of all construction plant and temporary works required for the execution of the work, and the costs of all tests referred to in the specifications. UNDP has the right to change the testing laboratory from time to time.
13. All the items in the Bills of Quantities must be priced whether quantities are stated or not. Items against which no rate is entered by the Contractor will not be paid for when executed but will be regarded as covered by other rates in the Bill of Quantities.
14. The rates shall be carefully proportioned, having regard to the special conditions of the work in each case.
15. Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the real local market prices at the time of bids preparation. In case of unbalanced pricing (i.e. despite an acceptable total evaluated price, the price of one or more BoQ line items is significantly over or understated), UNDP had the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable Risk to UNDP.
16. The Client reserves the right to request Bidders to supply any information required to properly assess the unit rates tendered and inserted in the Bill of Quantities.
17. When the Bid is being considered for acceptance it will be arithmetically checked. Where discrepancies or anomalies occur, the Client reserves the right to call for adjustment as may be considered necessary. Any error in the BOQ shall be corrected and any necessary adjustments made to make the revised total Bid Amount in accordance with provisions set out in the issued ITB document.
18. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted shall govern.
19. Bidder shall ensure that the content of said bills of quantities is unaltered and that it remains identical to that of the original bills of quantities. In case of any alteration (change, addition, modification or deletion) in the original BOQ, then this shall cause rejection of the bid.
20. UNDP reserves the right to omit any item considered not necessary without any compensation to the successful bidder.
21. Any manufacturers names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item.
22. Technical Notes:
	1. All the earthworks unit price must include transport, the use of equipment in good condition, fuel consumption and all the complementary works to accomplish the type of soils required in the BoQ and project description.
	2. The premixed concrete delivered on site must be delivered with notes regarding the mixture in it and all the information required by the local regulations.
	3. The quality of the concrete will be measured through tests to be performed in accordance with established standards. The tests must be done by an independent institution designated by UNDP/Supervision.
	4. All the masonry must be done in Cement Masonry Blocks Type A Class
	5. The wall finishing unit price must include the squareness of the finishing as the joint’s treatment with welded mesh in the columns and beams junctions with masonry blocks.
	6. All the windows and doors Unit Price must include concrete lintel and sill, 50 cm wider than the openings as all the elements such as frames, doors, windows, ventilations grids, Stainless Steel Sheets, ironmongery, doors and window locks, mosquito nets, glasses, foam and all the assembly fixtures.
	7. All the Unit Prices for the paint works must include scaffoldings, all the adequate equipment and tools for this task, protection of all equipment’s and floors if necessary and the number of coatings necessary to its perfect finishing. The Contractor must present a guarantee certificate from the supplier of the paints used on the site. The Contractor must follow the manufacturer's instructions regarding the application of the paints.
	8. All the floor tiles must be Class V (PEI 5) for abrasion, indicated for high traffic areas and must include all the works, materials and accessories needed for a correct execution.
	9. All steel elements, manufactured or purchased, including screws, nuts and washers, shall be galvanized by immersion in hot zinc after the manufacturing process, ensuring a protective layer thickness of at least 75 μm. A quality certificate drawn up by the supplier shall guarantee this requirement.
	10. All the uPVC connections must be done with appropriate accessories and equipment’s and will not be approved glued connections. The uPVC piping must be quality certified by SABS 791 or SABS 1601.
	11. The unit price of hydraulic piping in trenches shall be inserted with a depth of 0,6 m, a minimum width of 0,6 m, including a 10 cm thick sand-bed. The work must include the site cleaning, excavation, landfill, removal of material, fastening devices, massifs, disinfection of the network and all the additional work involved for a proper execution.
	12. All the Unit Prices for sanitary ware, taps and sinks must respect the brands recommend in this BoQ, and must include all the assembly accessories, water supply and sewage connections works.
	13. The unit price of electrical conduits must include wall grooving and closing as all the necessary accessories and works for a perfect finishing.
	14. All the unit prices for the luminaires must include supply, assembly and testing of the luminaires with the recommended lamps by the manufacturer.
	15. All equipment to be provided should be from a reputed brand and with a guarantee of after sales technical assistance from a duly accredited technician agent. The Unit Price of the installed equipment’s must include a test of all equipment installed. The Contractor is responsible for the conservation and maintenance of the equipment until end of defects liability period.
	16. The contractor must comply with the legal obligations mentioned in Decree n ° 59/2006 of December 26, 2006, Article 6 which lists the following points: (i) The quality of construction materials to be applied in public and private works must be certified by LEM (Mozambique Engineering Laboratory); (ii) The terms of reference shall contain a provision requiring inclusion in the projects of quality control clauses and a financial forecast for them; (iii) The terms of reference shall state in the quality control part the following device: "The quality certification of the construction materials to be applied shall be made by the Laboratory of Engineering of Mozambique - LEM", accompanied by the definition of the certification of materials; (iv) The costs for the testing and certification of the equipment’s and materials must be paid by the contractors according to the pricing stipulated by LEM.

# Section 5b: Other Related Requirements

N/A

# Section 6: Returnable Bidding Forms / Checklist

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

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

**Technical Bid:**

|  |  |
| --- | --- |
| **Have you duly completed all the Returnable Bidding Forms?**  |  |
| * Form A: Bid Submission Form
 | [ ]  |
| * Form B: Bidder Information Form
 | [ ]  |
| * Form C: Joint Venture/Consortium/ Association Information Form
 | [ ]  |
| * Form D: Qualification Form
 | [ ]  |
| * Form E: Format of Technical Bid/Bill of Quantities
 | [ ]  |
| * From G: Form of Bid Security
 |  |
| * [Add other forms as necessary]
 | [ ]  |
| **Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?**  | [ ]  |

**Price Schedule:**

|  |  |
| --- | --- |
| * Form F: Price Schedule Form
 | [ ]  |

## Form A: Bid Submission Form

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

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

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

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

1. is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
2. have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
3. have no conflict of interest in accordance with Instruction to Bidders Clause 4;
4. do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
5. have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
6. undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and weembrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

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

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

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

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

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

[*Stamp with official stamp of the Bidder*]

## Form B: Bidder Information Form

|  |  |
| --- | --- |
| **Legal name of Bidder** | [Complete] |
| **Legal address** | [Complete] |
| **Year of registration** | [Complete] |
| **Bidder’s Authorized Representative Information** | Name and Title: [Complete] Telephone numbers: [Complete]Email: [Complete] |
| **Are you a UNGM registered vendor?** | [ ]  Yes [ ]  No If yes, [insert UGNM vendor number]  |
| **Are you a UNDP vendor?** | [ ]  Yes [ ]  No If yes, [insert UNDP vendor number]  |
| **Countries of operation** | [Complete] |
| **No. of full-time employees** | [Complete] |
| **Quality Assurance Certification (e.g. ISO 9000 or Equivalent)** *(If yes, provide a Copy of the valid Certificate):* | [Complete] |
| **Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment?** *(If yes, provide a Copy of the valid Certificate):* | [Complete] |
| **Does your Company have a written Statement of its Environmental Policy?** *(If yes, provide a Copy)* | [Complete] |
| **Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues** | [Complete] |
| **Is your company a member of the UN Global Compact**  | [Complete] |
| **Contact person that UNDP may contact for requests for clarifications during Bid evaluation**  | Name and Title: [Complete]Telephone numbers: [Complete]Email: [Complete] |
| **Please attach the following documents:**  | * Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured
* Certificate of Incorporation/ Business Registration
* Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder
* Trade name registration papers, if applicable
* Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
* Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder’s practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures
* Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder
* Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.
* Export Licenses, if applicable
* Local Government permit to locate and operate in assignment location, if applicable
* Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country
 |

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

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

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

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

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

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

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

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

|  |  |
| --- | --- |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## Form D: Eligibility and Qualification Form

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

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

**History of Non- Performing Contracts**

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

**Litigation History** (including pending litigation)

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

**Previous Relevant Experience**

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

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

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

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

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

**Financial Standing**

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

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

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

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

## Form E: Format of Technical Bid

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

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

**SECTION 1: Bidder’s qualification, capacity and expertise**

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

**SECTION 2: Scope of Supply, Technical Specifications, and Related Services**

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

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

|  |  |
| --- | --- |
| **Goods and services to be Supplied and** **Technical Specifications**  | **Your response** |
| **Compliance with technical specifications** | **Delivery Date** *(confirm that you comply or indicate your delivery date)* | **Quality Certificate/Export Licenses, etc.** *(indicate all that apply and attach)* | **Comments** |
|  **Yes, we comply** | **No, we cannot comply***(indicate discrepancies)* |
| All technical Specification specified in the Scope of Works (SOW) in LOT 1 |  |  |  |  |  |
| All technical Specification specified in the Scope of Works (SOW) in LOT 2 |  |  |  |  |  |
| All technical Specification specified in the Scope of Works (SOW) in LOT 3 |  |  |  |  |  |
| All technical Specification specified in the Scope of Works (SOW) in LOT 4 |  |  |  |  |  |
| All technical Specification specified in the Scope of Works (SOW) in LOT 5 |  |  |  |  |  |

**SECTION 3: Management Structure and Key Personnel**

* 1. Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
	2. Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

**Format for CV of Proposed Key Personnel**

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Personnel Date (Day/Month/Year)

## FORM F: Price Schedule Form

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

Bidders are required to fill the Bill of Quantities for each Lot they intend to present and offer for; using the format provided.

The Bill of Quantities must list costs and prices for all the quantities and works requested.

**N.B. Incomplete Bill of Quantities will be disregarded.**

**Currency of the Bid:** [Insert Currency]

Name of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of authorised signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Functional Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## FORM G: Form of Bid Security

Bid Security must be issued using the official letterhead of the Issuing Bank.

Except for indicated fields, no changes may be made on this template.

To: UNDP

 *[Insert contact information as provided in Data Sheet]*

WHEREAS [Name and address of Bidder] (hereinafter called “the Bidder”) has submitted a Bid to UNDP dated Click here to enter a date. to execute goods and/or services [Insert Title of Goods and/or Services] (hereinafter called “the Bid”):

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

1. Fails to sign the Contract after UNDP has awarded it;
2. Withdraws its Bid after the date of the opening of the Bids;
3. Fails to comply with UNDP’s variation of requirement, as per ITB instructions; or
4. Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

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

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

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

**SIGNATURE AND SEAL OF THE GUARANTOR BANK**

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name of Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Stamp with official stamp of the Bank]*

1. Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. [↑](#footnote-ref-2)