



*Empowered lives.  
Resilient nations.*

# **REQUEST FOR PROPOSAL**

**RESIDENT SUPERVISION FIRMS FOR THE CONSTRUCTION  
WORKS OF THE SIX SCHOOLS IN GOONDA'S  
ADMINISTRATIVE POST IN CHIBABAVA DISTRICT, TWO  
SCHOOLS IN MAFAMBISSE'S ADMINISTRATIVE POST IN  
DONDO DISTRICT SOFALA**

RFP No.: **004\_2020**

Project: **Mozambique Recovery Facility**

Country: **The Republic of Mozambique**

Issued on: **29 June 2020**

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## SECTION 1. LETTER OF INVITATION

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The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
  - Form A: Technical Proposal Submission Form
  - Form B: Bidder Information Form
  - Form C: Joint Venture/Consortium/Association Information Form
  - Form D: Qualification Form
  - Form E: Format of Technical Proposal
  - Form F: Financial Proposal Submission Form
  - Form G: Financial Proposal Form
  - Form H: Form of Proposal Security
  - Drawings (separate attachment)

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

<https://etendering.partneragencies.org>

Event ID: 0000006376

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](mailto:procurement.mozambique@undp.org) indicating whether you intend to submit a Bid or otherwise.

You may also utilize the “Accept Invitation” function in *eTendering* system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

Issued by

Approved by:

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Name: Mauro Ivo de F. Salia  
Title: Head of Procurement

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Name: Vineet Mathur  
Title: Operations Manager, ai

Date: **June 29, 2020**

Date: **June 29, 2020**

## SECTION 2. INSTRUCTION TO BIDDERS

### A. GENERAL PROVISIONS

1. Introduction	<p><b>1.1</b> Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a></p> <p><b>1.2</b> Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p><b>1.3</b> As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (<a href="http://www.ungm.org">www.ungm.org</a>). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p><b>2.1</b> UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></p> <p><b>2.2</b> Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p><b>2.3</b> In pursuance of this policy, UNDP  (a) Shall reject a proposal 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 of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p><b>2.4</b> All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a></p>
3. Eligibility	<p><b>3.1</b> A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p><b>3.2</b> It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
4. Conflict of Interests	<p><b>4.1</b> Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <p>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost</p>

	<p>analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</p> <p>b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or</p> <p>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</p> <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <p>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and</p> <p>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</p> <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
<b>B. PREPARATION OF PROPOSALS</b>	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
6. Cost of Preparation of Proposal	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Proposal, 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.</p>
8. Documents Comprising the Proposal	<p>8.1 The Proposal shall comprise of the following documents:</p> <p>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</p> <p>b) Technical Proposal;</p> <p>c) Financial Proposal;</p> <p>d) Proposal Security, if required by BDS;</p> <p>e) Any attachments and/or appendices to the Proposal.</p>
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>

10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
11. Financial Proposals	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</li> <li>b) In the event that the successful Bidder fails: <ul style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> </ul> </li> </ul> <p>12.6 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.</p>
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ul style="list-style-type: none"> <li>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</li> <li>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall</li> </ul>



	<p>reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p>
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal 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 Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this RFP; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process;</li> </ul>

	<p>e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or</p> <p>f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.</p>
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of Proposal	<p><b>18.1</b> Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p><b>18.2</b> UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p><b>18.3</b> UNDP shall endeavor 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 Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Proposals	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
20. Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. 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 proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>

21.Pre-Bid Conference	<p>21.1 When appropriate, a Bidder's 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 RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>
<b>C. SUBMISSION AND OPENING OF PROPOSALS</b>	
22.Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal 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 Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
<b>Hard copy (manual) submission</b>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) The signed Proposal 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.</li> <li>b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> <li>i. Bear the name and address of the bidder;</li> <li>ii. Be addressed to UNDP as specified in the BDS</li> <li>iii. Bear a warning that states "<i>Not to be opened before the time and date for proposal opening</i>" as specified in the BDS.</li> </ul> </li> </ul> <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p>
<b>Email Submission</b>	<p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</li> <li>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.</li> </ul>

<p><b>eTendering submission</b></p>	<p>c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.</p> <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</p> <p>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</p> <p>d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.</p> <p>c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a></p>
<p>23. Deadline for Submission of Proposals and Late Proposals</p>	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<p>24. Withdrawal, Substitution, and Modification of Proposals</p>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal 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 Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal 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 Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
<p>25. Proposal Opening</p>	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least</p>

	two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.
<b>D. EVALUATION OF PROPOSALS</b>	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> <li>Preliminary Examination</li> <li>Minimum Eligibility and Qualification (if pre-qualification is not done)</li> <li>Evaluation of Technical Proposals</li> <li>Evaluation of Financial Proposals</li> </ol>
28. Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> <li>They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</li> <li>They are able to comply fully with UNDP General Terms and Conditions of Contract;</li> <li>They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>They have a record of timely and satisfactory performance with their clients.</li> </ol>
30. Evaluation of Technical and Financial Proposals	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a</p>

	<p>presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p><b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
31. Due Diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered,</p>



	<p>or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33.Responsiveness of Proposal	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34.Nonconformities, Repairable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line item total that 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;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> <li>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</li> </ul> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
35.Right to Accept, Reject, Any or All Proposals	<p>35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals 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.</p>
36.Award Criteria	<p>36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.</p>
37.Debriefing	<p>37.1 In the event that a Bidder is unsuccessful, the Bidder may request 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 proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the</p>

	Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
41. Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a>
43. Liquidated Damages	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</a>
46. Other Provisions	46.1 In the event that the Bidder offers a lower price to the host Government (e.g.



	<p>General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15  <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p>
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### SECTION 3. BID DATA SHEET

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements																																								
1	7	Language of the Proposal	English																																								
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	<div>Not Allowed</div> <p>Bidders may elect to submit offers for one or more lots. Bidders must quote for all the sites under each lot.</p> <p>The requested construction works under this bid have been subdivided into <u>FOUR (4) separate LOTS</u>. Each LOT includes a</p> <p>number of sites where work is required to be undertaken</p> <p><b>Lot 1 – Sofala Province</b></p> <table><tr><th>Schools</th><th colspan="2">GPS coordinates</th></tr><tr><td>Chicuacha Primary School</td><td>33.87381</td><td>-20.4848</td></tr><tr><td>Madombatomba Primary School</td><td>34.03515</td><td>-19.8527</td></tr></table> <p><b>Lot 2 - Sofala Province</b></p> <table><tr><th>Schools</th><th colspan="2">GPS coordinates</th></tr><tr><td>Muconja Primary School</td><td>34.03278</td><td>-19.939</td></tr><tr><td>Heua Primary School</td><td>33.99389</td><td>-19.9987</td></tr></table> <p><b>Lot 3 - Sofala Province</b></p> <table><tr><th>Schools</th><th colspan="2">GPS coordinates</th></tr><tr><td>Girome Primary School</td><td>33.95942</td><td>-19.862</td></tr><tr><td>Armando Guebuza Veruca Primary School</td><td>33.92406</td><td>-19.7969</td></tr></table> <p><b>Lot 4 - Sofala Province</b></p> <table><tr><th>School</th><th colspan="2">GPS Coordinates</th></tr><tr><td>Mutua Primary School</td><td>19.27487</td><td>34.36241</td></tr><tr><td>Chipinde Primary School</td><td>19.29397</td><td>34.36071</td></tr></table> <table><tr><th>Lots</th><th>Districts</th><th>School Name</th><th>Objects of work</th></tr></table>	Schools	GPS coordinates		Chicuacha Primary School	33.87381	-20.4848	Madombatomba Primary School	34.03515	-19.8527	Schools	GPS coordinates		Muconja Primary School	34.03278	-19.939	Heua Primary School	33.99389	-19.9987	Schools	GPS coordinates		Girome Primary School	33.95942	-19.862	Armando Guebuza Veruca Primary School	33.92406	-19.7969	School	GPS Coordinates		Mutua Primary School	19.27487	34.36241	Chipinde Primary School	19.29397	34.36071	Lots	Districts	School Name	Objects of work
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Lots	Districts	School Name	Objects of work																																								

LOT 1	Chibabava	EPC Chicuacha	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines
		EPC Madombatomba	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines
LOT 2	Chibabava	EPC Heua	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines
		EPC Muconja	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines
LOT 3	Chibabava	EPC Girome	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines
		EPC Armando Guebuza	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines
LOT 4	Dondo	EPC Mutua	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines
		EPC Chipinde	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines

#### 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".

			<ul style="list-style-type: none"> <li>UNDP will evaluate the bids for each individual lot on a mutually exclusive basis.</li> </ul>
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will not be conducted</p> <p>PS: Due to covid-19, the pre-proposal meeting will not be conducted. 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.</p> <p>Also bidders are encouraged to send their questions to the communications e-mail address provided.</p>
5	10	Proposal Validity Period	90 days
6	14	Bid Security	<i>Not required</i>
7	41	Advanced Payment upon signing of contract	<p>Allowed up to a maximum of 20% of contract value to facilitate early mobilization and early start-up of the contract.</p> <p>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.</p> <p>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.</p>
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>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.</p>

9	40	Performance Security	<p>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:</p> <ul style="list-style-type: none"> <li>• Bank guarantee issued by a reputable bank and acceptable to UNDP.</li> </ul> <p>The Performance Security shall be provided no later than <u>twenty-one (21) days</u> 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.</p> <p>The Performance Security shall be valid until a date twenty-eight (28) days from the date of issue of the Certificate of Final Completion.</p> <p>The contract retention is five percent (5%) of the contract price.</p> <p>The retention duration will be 90 days.</p>
10	18	Currency of Proposal	<p>Local currency Mozambique Metical - MZN United States Dollars - USD</p>
11	31	Deadline for submitting requests for clarifications/ questions	<p>Two (2) working days before the submission deadline.</p> <p>Clarifications related to e-tender submission can be submitted by bidders up to one working day, prior to the submission deadline date and time.</p>
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: 2hyny6mxs2d4z Procurement Unit Address: United Nations Development Programme (UNDP) Mozambique Country Office Kenneth Kaunda Av, N. 931, Maputo. E-mail address: <a href="mailto:procurement.mozambique@undp.org">procurement.mozambique@undp.org</a></p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<p>Posted directly to eTendering</p> <p>Only tenders submitted through eTendering will be evaluated. Tenders submitted otherwise <u>will be disregarded</u>.</p>
14	23	Deadline for Submission	<p>13 July 2020, as indicated in eTendering system.</p> <p><b>PS: Note that system time zone is in EST/EDT (New York) time zone.</b></p>
14	22	Allowable Manner of Submitting Proposals	<p><input checked="" type="checkbox"/> e-Tendering</p>
15	22	Proposal Submission Address	<p>BU Code: MOZ10 Event ID number: 0000006376</p>

16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted. Max. File Size per transmission: 50MB</li> </ul>
17	25	Date, time and venue for the opening of bid	<ul style="list-style-type: none"> <li>This is an e-Tendering submission, all bidders who have <u>registered</u> and <u>submitted</u> their bids for this tender will receive an <u>automatic notification of a bid opening report</u>.</li> </ul>
18	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p>
19		Expected date for commencement of Contract	<i>July 22, 2020</i>
20		Maximum expected duration of contract	20 calendar months
21	35	UNDP will award the contract to:	<p>One Proposer Only EACH LOT will be awarded to the lowest Priced bidder deemed Technically Responsive, following mandatory Eligibility and Qualification review.</p> <p>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 sites simultaneously). Bidders shall be required to <u>present different CVs for personnel</u> and <u>proof of equipment</u> ownership or hire or lease if submitting bids for more than one lot.</p> <p>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.</p> <p>As the Lots under the RFP 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.</p> <p>Determination of award for the Lots in such a scenario would be based on the following criteria:</p> <p>1) Overall least price best value for money combination across Lots to UNDP Mozambique based on different combinations of award.</p> <p>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;</p>

			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 Goods and Services on behalf of UN Entities <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
24		Other Information Related to the RFP	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]</i>

## SECTION 4. EVALUATION CRITERIA

### Preliminary Examination Criteria

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

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity
- Bid Security submitted as per RFP requirements with compliant validity period

### Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b> <b>(Mandatory)</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b> <b>(Mandatory)</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
<b>Conflict of Interest</b> <b>(Mandatory)</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
<b>Bankruptcy</b> <b>(Mandatory)</b>	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
<b>Certificates and Licenses</b> <b>(Mandatory)</b>	Any additional criteria if required	
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b> <b>(Mandatory)</b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification

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



<b>(Mandatory)</b>		Form												
<b>Previous Experience (Mandatory)</b>	Minimum 5 years of relevant experience.	Form D: Qualification Form												
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 7 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form												
<b>Financial Standing (Mandatory)</b>	Minimum average annual turnover of USD 50,000 or 3,000,000 MZN for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form												
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form												
<b>Technical Evaluation</b>	<p>The technical bids will be evaluated <b>for ALL LOTs</b> on a <b>pass/fail</b> basis for compliance against the following main criteria:</p> <p>Main criterion 1: The required personnel Main criterion 2: The required equipment Main criterion 3: The implementation timetable</p> <p>Bidders need to comply with the requirements under each criterion as listed below to be considered technically responsive.</p> <p><b>Bidders intending to submit offers for more than one lot are required to present different CVs for personnel and proof of equipment ownership or hire or lease under each lot.</b></p>	Form E: Technical Bid Form												
<b>Criteria 1: Personnel</b>	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.													
	Per LOT													
	<table><tr><th>Staff Position</th><th>Minimum educational qualification</th><th>Minimum years of experience</th><th>Time-effort required</th></tr><tr><td>Team Leader (Registered Civil Engineer or Architect)</td><td>BSc in Civil Engineering or Architecture from a recognized university</td><td>- Minimum ten (10) years' experience in supervising works design and team coordination or similar projects</td><td>To be available at the construction site at least once a month during implementation of the works from start until completion</td></tr><tr><td>FISCAL 1 (Civil Engineer or Architect))</td><td>BSc in Civil Engineering or Architecture from a</td><td>- Minimum five (5) years of experience in public works construction work</td><td>Full-time resident engineer position: to be available on-site during</td></tr></table>	Staff Position	Minimum educational qualification	Minimum years of experience	Time-effort required	Team Leader (Registered Civil Engineer or Architect)	BSc in Civil Engineering or Architecture from a recognized university	- Minimum ten (10) years' experience in supervising works design and team coordination or similar projects	To be available at the construction site at least once a month during implementation of the works from start until completion	FISCAL 1 (Civil Engineer or Architect))	BSc in Civil Engineering or Architecture from a	- Minimum five (5) years of experience in public works construction work	Full-time resident engineer position: to be available on-site during	
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		recognized university	as a team member contractor or resident supervisor, of which at least <b>two</b> (2) years of working in the supervision of the construction of school buildings or projects	implementation of the works at School from start until completion											
	<b>Measurement Engineer</b>	BSc in Civil Engineering or Architecture from a recognized university	- Minimum five (5) years of experience in public works construction work as a team member contractor or resident supervisor, of which at least two (2) years of working in the supervision of the construction of school buildings or projects	Full-time resident engineer position: to be available on-site during implementation of the works at School from start until completion											
<b>Criteria 2: Equipment</b>	<table><tr><th>LIST OF EQUIPMENT</th><th>Minimum Required (LOT)</th></tr><tr><td>Motor vehicles</td><td>2</td></tr><tr><td>Computers</td><td>2</td></tr><tr><td>Camera, tape measure,</td><td>2</td></tr><tr><td>Protection equipment's</td><td>2</td></tr></table>				LIST OF EQUIPMENT	Minimum Required (LOT)	Motor vehicles	2	Computers	2	Camera, tape measure,	2	Protection equipment's	2	
LIST OF EQUIPMENT	Minimum Required (LOT)														
Motor vehicles	2														
Computers	2														
Camera, tape measure,	2														
Protection equipment's	2														
<b>Criteria 3: Timetable</b>	<ul style="list-style-type: none"><li>• The contractor must provide a detailed and proportional plan to the programmed 20 months including the monitoring period. It should include the following information:</li><li>• A technical approach and methodology proposed for the execution of works; details on how it intends to organize and execute the supervision as well as ensure the quality, timelines and warranty period. (<b>mandatory</b>)</li><li>• A supervision schedule of activities with a maximum of 20 months completion timeframe. The Schedule must list all activities, duration and sequence per lots, considering all sites. The schedule shall include the critical path and the delivery milestones. (mandatory) (<b>mandatory</b>)</li><li>• 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)</li><li>• A Cumulative Cash-Flow chart (S-curve) expected during implementation. (<b>desirable</b>)</li></ul>														
<b>Financial Evaluation</b>	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										

	Any additional criteria if required	
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## Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	300
2.	Proposed Methodology, Approach and Implementation Plan	400
3.	Management Structure and Key Personnel	300
	<b>Total</b>	<b>1000</b>

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	50
1.2	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	90
1.3	Relevance of specialized knowledge and experience on similar engagements done in the region/country	70
1.4	Quality assurance procedures and risk mitigation measures	60
1.5	Organizational Commitment to Sustainability (mandatory weight) -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points -Organization is a member of the UN Global Compact -5 points -Organization demonstrates significant commitment to sustainability through some other means- 5 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	30
<b>Total Section 1</b>		<b>300</b>

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	80
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	100
2.3	Details on how the different service elements shall be organized, controlled and delivered	50
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	50
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	70
2.6	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract	50
<b>Total Section 2</b>		<b>400</b>

Section 3. Management Structure and Key Personnel			Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?		60
3.2	Qualifications of key personnel proposed		
3.2 a	Team Leader ( <b>Registered Civil Engineer</b> )		120
	- General Experience	30	
	- Specific Experience relevant to the assignment	50	
	- Regional/International experience	30	
	- Language Qualifications	10	
3.2 b	Senior Expert		80
	- General Experience	10	
	- Specific Experience relevant to the assignment	40	
	- Regional/International experience	20	
	- Language Qualifications	10	
3.2 c	Junior Expert		40
	- General Experience	5	
	- Specific Experience relevant to the assignment	15	
	- Regional/International experience	10	
	- Language Qualifications	10	
Total Section 3			300

## TERMS OF REFERENCE

**CONTRACTING RESIDENT SUPERVISION FIRMS FOR THE CONSTRUCTION WORKS OF THE SIX SCHOOLS IN GOONDA'S ADMINISTRATIVE POST IN CHIBABAVA DISTRICT, TWO SCHOOLS IN MAFAMBISSE'S ADMINISTRATIVE POST IN DONDO DISTRICT SOFALA**

**1. INTRODUCTION**

The "Mozambique-China Post Disaster Restoration Initiative after the Impact of Cyclone Idai" Project aims to allow the resilient recovery of community infrastructure. The project is carried out through cooperation between the United Nations Development Program (UNDP) and the Ministry of Education and Human Development of the Republic of Mozambique, through the Provincial Directorate of Education and Human Development of Sofala Province.

**2. OBJECTIVE OF CONSULTANCY****2.1 General objective**

The main objective of this consultancy is to carry out the resident supervision of the works of the Mozambique-China Post Disaster Restoration Initiative after the Impact of Cyclone Idai, composed of the following works:

Lots	Districts	School Name	Objects of work	No. of Rooms
LOT 1	Chibabava	EPC Chicuacha	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines	5
	Chibabava	EPC Madombatomba	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines	5
LOT 2	Chibabava	EPC Heua	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines	5
	Chibabava	EPC Muconja	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines	5
LOT 3	Chibabava	EPC Girome	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines	5
	Chibabava	EPC Armando Guebuza	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines	5
LOT4	Dondo	EPC Mutua	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines	5
	Dondo	EPC Chipinde	1 block of 2 classrooms and administration; 1 block of 3 classrooms and 4 double latrines	5

Support the UNDP Beira Field Office and Provincial Directorate of Education and Human Development (DPEDH) in the implementation of the project and in representing their interests in all contractual relations with the contractors involved.

## 2.2. Specific objective

The specific purpose of this consultancy is to ensure compliance with the work's contract, to supervise and approve the quality and quantity of the performed works, approve payment certificates, in compliance with the established deadlines and prepare progress reports including the warranty periods.

## 3. OBLIGATIONS AND RESPONSIBILITIES OF THE RESIDENT SUPERVISOR

The following are obligations of the resident supervisor:

- (a) Ensure that the work is carried out observing the faithful fulfillment of the projects, the established norms and specifications and the other contractual conditions;
- (b) Alert and advise the Contractor the conditions for compliance, with the physical and financial schedules of the works;
- (c) Provide the necessary support to the Contractor with a purpose of reducing the environmental impacts of the work, maintaining the safety of its performance and complying with other relevant determinations;
- (d) Report flaws and omissions in the project, requesting clarification from the designer;
- (e) Represent the developer to local authorities;
- (f) The Resident Supervisor shall perform the Services provided for in the Contract, with the utmost diligence, efficiency and economy, in accordance with the acceptable general techniques and practices used in the Consulting business, assuming responsibility for the performance of the Services in accordance with those standards.

## 4. GENERAL AND SPECIFIC TASKS

### 4.1. General Tasks

The Resident Supervision shall be responsible for monitoring the exact fulfillment of the Project and its amendments to the contract, the specifications and the work plan in force, and in particular:

- (a) Verify the implementation of the work in accordance with the necessary references provided to the contractor;
- (b) Verify the accuracy or eventual error of the Project forecasts, in particular, and with the contractor's cooperation, regarding the conditions of the ground;
- (c) Approve the materials to be applied;
- (d) Verify if the laboratory has the necessary testing materials;
- (e) Oversee enforcement processes;
- (f) Verify the designed characteristics of the work;
- (g) Verify, in general, the way the work is performed;
- (h) Verify compliance with the established deadlines;
- (i) Monitor the various stages of the work verifying compliance with the contractor's contractual obligations, informing any disagreements;
- (j) Periodically measure the work performed;
- (k) Ensure compliance with the provisions of the contract and applicable laws and regulations by recording non-compliances found;
- (l) Verify that the work is performed in the order and with the means set forth in the plan;
- (m) Communicate to the contractor changes made to the work plan by the Employer and approve the contractor's proposals;

- (n) Resolve, whenever it is within its competence, any questions that arise or are posed to it by the contractor and provide whatever is necessary for the proper progress of the work, for the perfect execution of the work and enforce it;
- (o) Transmit to the contractor the orders of the Owner and enforce them;
- (p) Monitor the implementation of the mitigation and environmental protection measures adopted in accordance with the established guidelines;
- (q) Suspend, through written communications to the contractor, the services being performed with the project and the technical specifications, as well as other occurrences capable of interfering with the normal rules and regulations of the work, immediately communicating the work in writing;
- (r) Analyze complaints from and against contractors relating to the contract, in particular as regards costs, quantities, executive methods, technical solutions, schedule adjustments and extension of deadlines;
- (s) Issue a written opinion, for the decision-making of the developer, on any modifications to be made, clarifying and substantiating the technical and economic reasons justifying the need for modification;
- (t) Attend the Monthly Works Meeting, at UNDP Beira Field Office, with the participation of representatives of the contractor, developer and Site Directors. The meeting will be preceded by a monthly technical meeting of UNDP - UCEE with the supervisors, to deliver information and balance of the works.
- (u) Prepare monthly reports, with the minimum information indicated, containing at least:
  - i. Situation map;
  - ii. Technical evaluation of the contractor and the progress of the work;
  - iii. Quality of services performed in the period;
  - iv. Performance in relation to the physical-financial schedule;
  - v. Photographic reports, containing the relevant services performed during the period;
  - vi. Activities of the inspector in the period (minutes of the weekly meetings kept at the work);
  - vii. Technical and administrative forecasts for the following period;
  - viii. List of correspondence issued and received in the period, as well as outstanding issues;
  - ix. Verification of personnel and materials available during the period, as proposed by the Contractor;
  - x. Problems verified and actions taken;
  - xi. Other data requested.
- (v) Prepare a final report, informing the history of the work, the relevant technical, administrative and financial events, and recommendations to the routine conservation services, after the definitive reception of the work.

#### 4.2. Specific Tasks

- (a) Prepare and participate in the assignment of the work, drawing up the respective minutes;
- (b) Compliance with Environmental and Social Safeguards;
- (c) Inspect on-site Health and Safety measures for permanent and temporary work and ensure that reasonable measures are being taken to protect lives and property;
- (d) Assist and approve the implementation of the work;
- (e) Confirm and approve excavations of foundations;
- (f) Assist the foundations concreting;



- (g) Confirm and approve the laying of masonry walls;
- (h) Check and approve the reinforcement of beams, pillars, slabs and other reinforced concrete structures;
- (i) **Check and approve the cover structure, specifically the trusses and their joints BEFORE their assembly;**
- (j) Check and approve the application of screeds and plasters and other floor and wall coverings;
- (k) Check and approve the application of window frames, installation of water, sewage, electricity, paints and other finishes;
- (l) Control the quality of the materials to be employed and the performance of civil and hydraulic works to ensure compliance with the requirements of the contract;
- (m) Oversee the execution processes and characteristics dimensioned in the sources;
- (n) Ensure collection and routing of samples taken;
- (o) Ensure that the contractor supplies the material to be assembled with the desired quality;
- (p) Check and approve the completion of the work with the final cleanings;
- (q) To prepare and participate in the provisional and definitive delivery of the works, drawing up the respective minutes.

#### 4.3. Inspection procedure

In carrying out its tasks, the Supervisor will give orders / recommendations to the contractor, issue warnings and notifications, carry out checks and measurements and will perform all other necessary acts.

The acts referred to in the previous number can only be proved, against or in favor of the contractor, by means of a written document.

Supervisor should always be carried out in such a way as not to disrupt the normal course of work and without nullifying the initiative and related responsibility of the contractor.

## 5. DELIVERABLES

- (a) Summary / Initial Report
- (b) Inspections reports (to be presented regularly or / and after completion of each construction stage) containing the execution of work and works maintained minutes of meetings. The reports must contain a photographic report of the state of the work in accordance with the guidelines established by UNDP - UCEE (some from the same angle of view to assess the progress of the work);
- (c) Weekly report on the execution of each school, sent in digital format, to the highlighted contract manager, by Friday or Monday of the following week. Note: Failure to regularly submit this report may affect the payment of the invoice.
- (d) Records in the Workbook, both of the daily incidences and of all inspection visits (at least between 6 and 8 monthly visits to each work) and others that may occasionally occur;
- (e) Special reports on any unforeseen / unforeseeable / force majeure anomalies, events or situations;
- (f) Final Report, upon definitive receipt of the work;
- (g) Checking and approving the contractor's measurement record for payment;
- (h) Approval of the contractor's work status;
- (i) Preparation of the technical survey prior to the delivery of the work;
- (j) Controlling the execution of the work, physical and financial;
- (k) Opinions;

- (l) Minutes of Management Meetings and other documents provided for in the contract;
- (m) Correspondence to minutes of meetings;
- (n) Filling in the documents, templates, forms and others to be provided by UNDP - UCEE;
- (o) Other applicable documents.

The Supervisor will also be required under his contract with the Contracting Authority to carry out the following activities upon provisional receipt of the works:

- (i) ☐ Inspection of works prior to the end of the period of Guarantee of Good Execution and maintenance by the contractors;
- (ii) Technical assistance in the final reception of works;

If the supervisory contract includes the supervision of more than one contract, the reports and other documents presented must be individualized for each contract.

## 6. DOCUMENTATION TO BE OFFERED BY THE CONTRACTOR

UNDP will provide the Tax Office with access to all information and data necessary for the execution of the services and will provide the Supervisor with all documents, study reports, drawing sheets, programs, etc. relating to various elements of the proposed work. The Contractor shall provide the supervisor with a copy of the works contract, a complete set of technical documents (projects, plans, and drawings) and any other documents that are important for consultation or use.

However, the Supervisor shall have sole responsibility for the analysis of the information collected and whatever conclusions are obtained, the documents made available to the Supervisor shall be returned at the end of the contract.

## 7. DEADLINES

The effective deadline for the execution of the inspection services is 20 (twenty) calendar months, of which 0.5 months will be needed for mobilization, Seven (seven) months are for the supervision of the construction work and the remaining 12.5 (twelve and a half) months to oversee the warranty period for defects. This duration will be counted from the date the customer issues a start instruction. If the duration of the work exceeds the period of validity of the contract, an extension or addendum may be signed, depending on the extra period, in agreement with the parties. If the delay in execution is attributable to the Contractor, the payment of the Supervisor's addendum will be charged to the Contractor contract.

## 8 PRICES

For the performance of the services performed by the Supervisor under the Contract, the Employer is under an obligation to pay the amount set forth in the Service Payments Clause, as determined.

The amount of payment must include all necessary costs such as equipment, transportation expenses to the job site, lodging, reporting, participation in meetings, profits and any tax obligations that fall on it.

The consultant should set out in his financial proposal the costs of fees, reimbursable expenses and VAT.

## 9. PAYMENT METHOD

Inspection services comply with the global price contracting regime. Payments will be made periodically and against the submission of a Report, together with the work situations and according to the following plan:

Instalments	Activity	Percentage [%]
1 to	Advance upon presentation of a bank guarantee of equal value, after the signing of the contract, to be discounted in the same proportion in each payment.	20

Payment of invoices will be made upon completion of the reference phase work (indicated below) corresponding to the contractor's execution accompanied by the respective progress report.			55
REFERENCE STAGES FOR PAYMENTS:			
2 <sup>nd</sup>	2nd Payment: After the execution and <b>completion of concrete on floors</b> of the objects of the Contract.	15	
3 <sup>rd</sup>	3rd Payment: After the execution and <b>completion of the masonry and concrete structure of</b> the objects of the Contract.	10	
4 <sup>th</sup>	4th Payment: After execution and <b>completion of coverage (Structures and Cover Sheets)</b> of the objects of the Contract.	10	
5 <sup>th</sup>	5th Payment: After execution and <b>completion of door and window frames of</b> the objects of the Contract.	10	
6 <sup>th</sup>	6th Payment: After execution and <b>completion of coatings and miscellaneous.</b>	10	
7 <sup>th</sup>	After execution and submission of the report of the conclusion of the contract, including the Provisional Acknowledgment and the confirmation of the correction of the defects listed in the provisional reception.	15	
8 <sup>to</sup>	After the final delivery of the work (one year later) and presentation of the final inspection report.	10	
Total			100

## 10 ELIGIBILITY REQUIREMENTS

The following shall be authorized to exercise the activity of Supervision of civil works that demonstrate to have legal, economic-financial, technical qualification, fiscal regularity and that cumulatively fulfill the following requirements:

- (a) Honesty;
- (b) Technical capacity;
- (c) Minimum equipment;

### 10.1. Suitability

It is considered suitable to perform the activity of consultant of construction the sole proprietorship or company in which none of the holders or directors, managers or managers are in any of the following situations:

- (a) Have been legally prohibited from trading;
- (b) Have been convicted of unlawful or unfair competition;
- (c) Have been convicted of a willful crime with a major prison sentence;
- (d) Have a poorly practiced or attempted to perform acts designed to corrupt agents of committees of assessment, supervision, inspection and other agents involved in the procurement, supervision and reception of public works;
- (e) Have been found to have obstructed or attempted to obstruct the activity of agents responsible for the assessment, supervision and inspection of works;
- (f) Have been declared bankrupt;
- (g) Not having the tax situation regularized;
- (h) Failure to comply with obligations to the social security system;
- (i) Have declared a false permanent technical staff;
- (j) Have declared a fake equipment listing;
- (k) Have defrauded the law in the incorporation of the company to obtain advantages in the award of public works and consultancy services.

## 10.2. Technical capacity

The technical capacity will be evaluated according to the Mozambique Ministerial Decree n. 76 / from 22 May 2015, taking into account the following:

- (a) Permanent technical staff;
- (a) Minimum equipment;
- (b) Experience evidenced by the company's curriculum vitae and its technicians' curriculum, where applicable;
- (c) Permit minimum for Public Works of 2<sup>nd</sup> Class.

### 10.2.1 Technical staff

#### a) Minimum technical staff to be allocated to the project

- ✓ The Consultant is responsible for ensuring the necessary team to perform the Supervisory services;
- ✓ The consultant should guarantee at least one weekly visit to each work;
- ✓ Technical staff to be proposed for supervision should take into account the number of lots the consultant is competing with and the number of schools making up each lot;
- ✓ A technician must supervise a maximum of 20 classrooms.

#### Technical Team Composition per Lot.

<b>1</b>	<b>Team Leader</b> (Registered Civil Engineer or Architect)
<b>2</b>	<b>FISCAL 1</b> (Civil Engineer or Architect)
<b>3</b>	<b>Measurement Engineer</b> ( Civil Engineer)

#### **Important:**

1. All key personnel should have significant experience in supervising works in the province or region;
2. The Consultant shall ensure that the proposed key project personnel are provided with technical expertise for the proposed services.
3. Key personnel should be involved at all stages of the consultancy and should be taken into service by the end of the guarantee period.

#### b) Qualifications and experience of technical staff

- ✓ **Higher Technicians (Civil Engineer or Architect):** Five years of experience in public works construction work as a team member contractor or fiscal, of which at least **two** (2) years of working in the supervision of the construction of buildings;

### 10.2.2 Minimum Equipment

- The minimum equipment consists of a set of tools, machinery and motor vehicles, namely:
  - ✓ Transportation for periodic inspection visits;
  - ✓ Computer;
  - ✓ Camera, tape measure, etc;
  - ✓ Office needed for work;
  - ✓ Protection equipment such as footwear and helmet required for safe access to works.

The consultant should present the list of equipment available for the execution of the services.

### 10.2.3 Experience

- Five years of experience as a consultant in project design and public works supervision, of which at least **two** (2) years are working in the supervision of the construction of school buildings.

## 11 RELATIONSHIP WITH OWNER

UNDP representative, indicated in the Contract, will be responsible for the technical coordination and supervision actions of the oversight services.

UNDP shall provide the inspector with liaison with other government agencies necessary to fulfill his obligations.

UNDP should prepare an initial training or information meeting where a full explanation of the executive project and oversight procedures should be presented by UNDP and provincial UCEE staff to all contractors.

## 12. CONSULTING DURATION

The total period for the execution of the services is **20** calendar months of which **0.5** months will be used for mobilization, **7** months for supervision of works and the remaining **12.5** months for the warranty period. This duration shall be counted from the day on which the Contracting Authority issues the instruction for commencement of services.

During the warranty period, **12** months, the consultant will foresee in his work program 4 visits to the delivered works (one every three months), in order to monitor the consistency of the works performed.

Consulting Phases	Designation	Expected duration (months)
Phase I	Mobilization	0.5
Phase II	Supervision of Works	7th
Phase III	Warranty Period	12.5
		<b>20.0</b>

## 13. PROCESS OF SELECTION AND EVALUATION OF PROPOSALS

The Consulting firm will be selected on the basis of procedures set out in the guidelines of the Mozambique Contracts of Employment Regulations of Public Works, Goods and Services by the State, approved by Decree N. 5/2016 of March 8; in the "Based on maximum price" modality (art. 267).

## SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

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This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted. Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

### Technical Proposal Envelope:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
▪ Form H: Proposal Security Form	<input type="checkbox"/>
▪ [Add other forms as necessary]	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

### Financial Proposal Envelope

**(Must be submitted in a separate sealed envelope/password protected email)**

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

## FORM A: TECHNICAL PROPOSAL SUBMISSION FORM

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

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

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

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

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

*We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference*

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

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

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

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

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

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

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

*[Stamp with official stamp of the Bidder]*

## FORM B: BIDDER INFORMATION FORM

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>	[Complete]
<b>Contact person UNDP may contact for requests for clarification during Proposal evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li>▪ Trade name registration papers, if applicable</li> <li>▪ Local Government permit to locate and operate in assignment location, if applicable</li> <li>▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</li> <li>▪ Power of Attorney</li> </ul>

## FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

<b>Name of Bidder:</b>	[Insert Name of Bidder]	<b>Date:</b>	Select date
<b>RFP reference:</b>	[Insert RFP Reference Number]		



To be completed and returned with your Proposal if the Proposal 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 services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

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

We have attached a copy of the below 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:

\_\_\_\_\_

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

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

Name of partner:

\_\_\_\_\_

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

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

Name of partner:

\_\_\_\_\_

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

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

Name of partner:

\_\_\_\_\_

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

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

**FORM D: QUALIFICATION FORM**

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

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

**Historical Contract Non-Performance**

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

**Litigation History** (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

**Previous Relevant Experience**

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

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

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

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

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

**Financial Standing**

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

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

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

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) 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 PROPOSAL

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

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

### SECTION 1: Bidder's qualification, capacity and expertise

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

### SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

### SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

### SECTION 3: Management Structure and Key Personnel

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

- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of 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	<p><i>[PROVIDE DETAILS OF PROFESSIONAL CERTIFICATIONS RELEVANT TO THE SCOPE OF SERVICES]</i></p> <hr/> <ul style="list-style-type: none"> <li>▪ NAME OF INSTITUTION: [INSERT]</li> <li>▪ DATE OF CERTIFICATION: [INSERT]</li> </ul>
EMPLOYMENT RECORD/ EXPERIENCE	<p><i>[LIST ALL POSITIONS HELD BY PERSONNEL (STARTING WITH PRESENT POSITION, LIST IN REVERSE ORDER), GIVING DATES, NAMES OF EMPLOYING ORGANIZATION, TITLE OF POSITION HELD AND LOCATION OF EMPLOYMENT. FOR EXPERIENCE IN LAST FIVE YEARS, DETAIL THE TYPE OF ACTIVITIES PERFORMED, DEGREE OF RESPONSIBILITIES, LOCATION OF ASSIGNMENTS AND ANY OTHER INFORMATION OR PROFESSIONAL EXPERIENCE CONSIDERED PERTINENT FOR THIS ASSIGNMENT.]</i></p> <hr/>
	[INSERT]

REFERENCES

*[PROVIDE NAMES, ADDRESSES, PHONE AND EMAIL  
CONTACT INFORMATION FOR TWO (2) REFERENCES]*

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REFERENCE 1:

[INSERT]

REFERENCE 2:

[INSERT]



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

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Signature of Personnel

-----

Date (Day/Month/Year)

## FORM F: FINANCIAL PROPOSAL SUBMISSION FORM

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

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

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

We understand you are not bound to accept any Proposal you receive.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

*[Stamp with official stamp of the Bidder]*

**FORM G: FINANCIAL PROPOSAL FORM**

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

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification. The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

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

**Table 1: Summary of Overall Prices**

	Amount(s)
<b>Professional Fees</b> (from Table 2)	
<b>Other Costs</b> (from Table 3)	
<b>Total Amount of Financial Proposal</b>	

**Table 2: Breakdown of Professional Fees**

Name	Position	Fee Rate	No. of Days/months/ hours	Total Amount
		A	B	C=A+B
In-Country				
Home Based				
<b>Subtotal Professional Fees:</b>				

**Table 3: Breakdown of Other Costs**

Description	UOM	Quantity	Unit Price	Total Amount
International flights	Trip			
Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
<b>Subtotal Other Costs:</b>				

**Table 4: Breakdown of Price per Deliverable/Activity**

<b>Deliverable/ Activity description</b>	<b>Time (person days)</b>	<b>Professional Fees</b>	<b>Other Costs</b>	<b>Total</b>
Deliverable 1				
Deliverable 2				
Deliverable 3				
.....				

## FORM H: FORM OF PROPOSAL SECURITY

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To: UNDP

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

WHEREAS [Name and address of Bidder] (hereinafter called “the Bidder”) has submitted a Proposal to UNDP dated [Click here to enter a date](#) to execute Services [Insert Title of Services] (hereinafter called “the Proposal”):

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal 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]*