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INVITATION TO BID

**OVERHAUL OF THE ADMINISTRATIVE BUILDING OF STANYCHNO-LUHANSKA VILLAGE COUNCIL LOCATED AT THE
ADDRESS: TSENTRALNA STREET, 52 IN THE VILLAGE OF STANYTSIA LUHANSKA**

ITB No.: **451-2020-UNDP-UKR-ITB-RPP**
Project: Recovery and Peacebuilding Programme
Country: Ukraine
Issued on: 14 July 2020

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Section 1. Letter of Invitation

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

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

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

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

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

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

Issued by

Oleksii Nosov

Name: Oleksii Nosov

Title: Procurement Associate

Date: July 14, 2020

Approved by:

Sukhrob Kakharov

Name: Sukhrob Kakharov

Title: UNDP Operations Manager

Date: July 14, 2020

A.D.

Section 2. Instruction to Bidders

| GENERAL PROVISIONS | |
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| 1. Introduction | <p>3.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>3.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>3.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p> <p>3.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p> |
| 2. Fraud & Corruption, Gifts and Hospitality | <p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p> |
| 3. Eligibility | <p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p> |
| 4. Conflict of Interests | <p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> |

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| | <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 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 goods and/or services requested under this ITB; 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 conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <p>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</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 Bid or Bids affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p> |
| B. PREPARATION OF BIDS | |
| 5. General Considerations | <p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p> |
| 6. Cost of Preparation of Bid | <p>6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p> |
| 7. Language | <p>7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p> |
| 8. Documents Comprising the Bid | <p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <p>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</p> <p>b) Technical Bid;</p> <p>c) Price Schedule;</p> <p>d) Bid Security, if required by BDS;</p> <p>e) Any attachments and/or appendices to the Bid.</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> |

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| 10. Technical Bid Format and Content | <p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p> |
| 11. Price Schedule | <p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> |
| 12. Bid Security | <p>12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder. |
| 13. Currencies | <p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above. |
| 14. Joint Venture, Consortium or Association | <p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the</p> |

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| | <p>members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p> |
| 15. Only One Bid | <p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid. |
| 16. Bid Validity Period | <p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p> |
| 17. Extension of Bid Validity Period | <p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses</p> |

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| | <p>shall be made in writing, and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p> |
| 18. Clarification of Bid (from the Bidders) | <p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p> |
| 19. Amendment of Bids | <p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p> |
| 20. Alternative Bids | <p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p> |
| 21. Pre-Bid Conference | <p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p> |
| C. SUBMISSION AND OPENING OF BIDS | |
| 22. Submission | <p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p> |

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| Hard copy (manual) submission | <p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> Bear the name of the Bidder; Be addressed to UNDP as specified in the BDS; and Bear a warning not to open before the time and date for Bid opening as specified in the BDS. <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p> |
| Email and eTendering submissions | <p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</p> <p>b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</p> <p>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p> |
| 23. Deadline for Submission of Bids and Late Bids | <p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p> |
| 24. Withdrawal, Substitution, and Modification of Bids | <p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p> |
| 25. Bid Opening | <p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 The Bidders’ names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider</p> |

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| | <p>appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p> |
| D. EVALUATION OF BIDS | |
| 26. Confidentiality | <p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p> |
| 27. Evaluation of Bids | <p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) a) Evaluation of Technical Bids b) Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p> |
| 28. Preliminary Examination | <p>28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p> |
| 29. Evaluation of Eligibility and Qualification | <p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients. |
| 30. Evaluation of Technical Bid and prices | <p>30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p> |
| 31. Due diligence | <p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be</p> |

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| | <p>fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| 32. Clarification of Bids | <p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p> |
| 33. Responsiveness of Bid | <p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p> |
| 34. Nonconformities, Repairable Errors and Omissions | <p>34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. |

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| | 34.4 | If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected. |
| E. AWARD OF CONTRACT | | |
| 35. Right to Accept, Reject, Any or All Bids | 35.1 | UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer. |
| 36. Award Criteria | 36.1 | Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price. |
| 37. Debriefing | 37.1 | In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed. |
| 38. Right to Vary Requirements at the Time of Award | 38.1 | At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. |
| 39. Contract Signature | 39.1 | Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids. |
| 40. Contract Type and General Terms and Conditions | 40.1 | The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 41. Performance Security | 41.1 | A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective. |
| 42. Bank Guarantee for Advanced Payment | 42.1 | Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default |
| 43. Liquidated Damages | 43.1 | If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract. |
| 44. Payment Provisions | 44.1 | Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer |

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| | in the currency of the contract. |
| 45. Vendor Protest | <p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p> |
| 46. Other Provisions | <p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p> |

Section 3. Bid Data Sheet

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

| BDS No. | Ref. to Section.2 | Data | Specific Instructions / Requirements |
|---------|-------------------|---|---|
| 1 | 7 | Language of the Bid | English, Ukrainian/Russian |
| 2 | | Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids) | Not Allowed |
| 3 | 20 | Alternative Bids | Shall not be considered |
| 4 | 21 | Pre-Bid conference | <p>Will be Conducted Time: 1 hour Date : July 24, 2020 10:00 AM Venue : by Skype</p> <p>The UNDP focal point for the arrangement is: UN RPP Procurement Unit E-mail: procurement.rpp.ua@undp.org</p> |
| 5 | 16 | Bid Validity Period | 90 days |
| 6 | 13 | Bid Security | Not Required |
| 7 | 41 | Advanced Payment upon signing of contract | Allowed up to a maximum of 20% of contract (prepayment should not exceed 20% of the total contract amount, or USD 30,000.00, whichever is less) |
| 8 | 42 | Liquidated Damages | <p>Will be imposed under the following conditions: If the Contractor fails to complete the specified Works within the time period(s) stipulated in the Contract, UNDP may without prejudice to its other remedies under the contract, deduct 0.5% of the total amount for each day of delay until actual completion, up to maximum deduction of 10% of the value of the Contract. Once the maximum is reached, UNDP may consider termination of the Contract.</p> |
| 9 | 40 | Performance Security | <p>May be Required from Winning entity on discretion of UNDP based on the degree of risks involved in the performance of the work and other factors Form: Bank guarantee Amount: 10 % of the contract amount Period of validity: until a date 30 days from the date of issue by UNDP of a</p> |

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| | | | certificate of satisfactory performance and full completion of services by the Contractor, including defects liability period. |
| 10 | 12 | Currency of Bid | Local currency UAH or USD (strongly advised to use USD as a risk mitigation measure against the impact of the local currency devaluation. To local companies UNDP will execute payments in UAH based on UN Operational Exchange Rate. For determining UN Operational Exchange Rate pls. refer to treasury.un.org)s at the date of payment. |
| 11 | 31 | Deadline for submitting requests for clarifications/ questions | 5 days before the submission deadline |
| 12 | 31 | Contact Details for submitting clarifications/questions | Focal Person in UNDP: Procurement Unit E-mail address: procurement.rpp.ua@undp.org |
| 13 | 18, 19 and 21 | Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries | Direct communication to prospective Bidders by email or fax, and Posting on the website http://procurement-notice.undp.org , https://www.ungm.org , Posted directly to eTendering |
| 14 | 23 | Deadline for Submission | August 04, 2020, 15-00 Kyiv time For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone. |
| 14 | 22 | Allowable Manner of Submitting Bids | <input checked="" type="checkbox"/> e-Tendering |
| 15 | 22 | Bid Submission Address | Only through e-tendering system https://etendering.partneragencies.org 451-2020-UNDP-UKR-ITB-RPP <u>Please note that bids received through any other address will not be considered.</u> |
| 16 | 22 | Electronic submission (email or eTendering) requirements | <ul style="list-style-type: none"> Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Max. File Size per transmission: 20 MB Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected. |
| 17 | 25 | Date, time and venue for the opening of bid | Public Opening will not be conducted. Bidders will receive notification through e-tendering when bids are opened. Once the event deadline has closed, UNDP prepare Bids opening record with indication Bidders names and prices for it Lots. This Record will be sent shortly to all Bidders to email address provided when registering in eTendering system. |

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| 18 | 27, 36 | Evaluation Method for the Award of Contract | <input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements. <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid <input checked="" type="checkbox"/> UNDP may exclude suppliers, contractors and consultants from tendering for procurement opportunities in UNDP-supported programmes or projects if the Offeror in question or their affiliates provided consulting services for the preparation and implementation of a project, and in order to prevent a conflicts of interest, the Offeror and their affiliates are disqualified from subsequently providing goods and civil works under UNDP financing for the same project. |
| 19 | | Expected date for commencement of Contract | <i>August 31, 2020</i> |
| 20 | | Maximum expected duration of contract | 9 months |
| 21 | 35 | UNDP will award the contract to: | One Proposer Only |
| 22 | 39 | Type of Contract | Contract for Civil Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 23 | 39 | UNDP Contract Terms and Conditions that will apply | UNDP General Terms and Conditions for Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 24 | | Other Information Related to the ITB | <i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the ITB must be cited here, and any further entries that may be added below this table row]</i> |
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Section 4. Evaluation Criteria

Preliminary Examination Criteria

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

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Full compliance and agreement with UNDP General terms and conditions available by the link:
<http://www.undp.org/content/dam/undp/img/corporate/procurement/infoforbidders/GTCsforcontracts-Goods-and-or-Services-2015.pdf>
- Bid Security (if required) submitted as per ITB requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

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

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

| Subject | Criteria | Document Submission requirement |
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| ELIGIBILITY | | |
| Legal Status | Vendor is a legally registered entity. | Form B: Bidder Information Form |
| Eligibility | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3. | Form A: Bid Submission Form |
| Conflict of Interest | No conflicts of interest in accordance with ITB clause 4. | Form A: Bid Submission Form |
| Bankruptcy | Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future. | Form A: Bid Submission Form |
| Certificates and Licenses | <ul style="list-style-type: none"> ▪ Possession of a license for the requested works, based on technical documentation: License to perform activities related to creation of architectural objects. ▪ License for provision of services and installation works for fire protection systems. ▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ | Form B: Bidder Information Form |
| | <ul style="list-style-type: none"> ▪ Availability of appropriate equipment and mechanisms | |
| | <ul style="list-style-type: none"> ▪ Availability of qualified technical staff to perform the work (for electrical engineering staff – electrical safety team, at least 4th class) | |
| QUALIFICATION | | |
| History of Non-Performing Contracts¹ | Non-performance of a contract did not occur as a result of contractor default for the last 3 years. | Form D: Qualification Form |

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor,

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| Litigation History | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years. | Form D: Qualification Form |
| Previous Experience | Minimum 3 years of relevant experience. | Form D: Qualification Form |
| | Minimum 3 contracts of similar value, nature and complexity implemented over the last 5 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i> | Form D: Qualification Form |
| Financial Standing | Minimum average annual turnover ² of USD 500,000.00 for any 2 years from 2016 to 2019. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i> | Form D: Qualification Form |
| | Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i> | Form D: Qualification Form |
| Technical Evaluation | The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document. | Form E: Technical Bid Form |
| Financial Evaluation | Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable) Comparison with budget/internal estimates. | Form F: Price Schedule Form |

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.

² Minimum annual turnover should be based on industry standards but modified to reflect market context (e.g. for construction works, it is around 2-3 times the expected value of works contracts).

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

TERMS OF REFERENCE

Project name: The United Nations Recovery and Peacebuilding Programme,

Description of the Terms of Reference: Overhaul of the administrative building of Stanychno-Luhanska village council located at the address: Tsentralna Street, 52 in the village of Stanytsia Luhanska.

Country/Place of work: Ukraine, Luhansk Oblast, Stanytsia Luhanska

Secondary Supervisor's name and functional post: Programme Coordinator (Local Self-Governance and Decentralization Reform)

Starting date of assignment: July 2020

Duration of the assignment or/and end date (if applicable): 9 months

1. BACKGROUND INFORMATION

The United Nations Development Programme (UNDP) has been actively working in eastern Ukraine for the past decade, focusing on community and civil society development, and environmental protection.

Since 2015, upon request from the Government of Ukraine, UNDP started its work on addressing conflict-related challenges by early engagement, establishing partnerships through the United Nations Recovery and Peacebuilding Programme (UN RPP). The UN RPP is a multi-donor funded framework programme, jointly implemented by four UN partnering agencies: UNDP, UN Women, FAO, and UNFPA in cooperation with the government of Ukraine.

The UN RPP was designed to respond to and mitigate the causes and effects of the conflict. The UN RPP is an integral component of the UNDP Country Programme. It is fully aligned with the United Nations Partnership Framework (UNPF), closely interlinked with the Democratic Governance and Reform Programme, operating national-wide and in all Ukraine's regions.

UN RPP is implemented under the following key Programme components which reflect the region's priority needs:

Component 1: Economic Recovery and Restoration of Critical Infrastructure

Component 2: Local Self-Governance and Decentralization Reform

Component 3: Community Security and Social Cohesion.

The Programme is pooling funds employing a multi-sectoral programme-based approach and is implemented using an area-based methodology and unifying interventions framework for 12 projects funded by 12 international partners. In October 2018, four UN agencies (UNDP, UN Women, FAO and the UNFPA) had countersigned a new joint project document, funded by the EU. The overall objective of the project is to restore effective governance and promote reconciliation in the crisis-affected communities of Donetsk and Luhansk oblasts of Ukraine, thereby enhancing credibility and legitimacy of local governments in the government-controlled areas (GCAs) of the oblasts. It will contribute to peacebuilding and prevent further escalation of conflict in Ukraine through effective and accountable decentralization, gender-responsive recovery planning and equal access to services, as well as enhanced community security and social cohesion.

This endeavor will be achieved through the pursuit of the following specific objectives:

1. To enhance local capacity for gender-responsive decentralization and administrative reforms to improve governance, local development and delivery of services.
2. To stimulate employment and economic growth by assisting in Micro-, Small- and Medium Enterprise (MSME) development through demand-driven business development services and professional skills training.
3. To enhance social cohesion and reconciliation through the promotion of public initiatives.
4. To support sectoral reforms and structural adjustments in health, education and critical public infrastructure to mitigate direct impacts of the conflict.

Centers for Administrative Services Provision (CASP) – are governmental agencies for the provision of various administrative services following the principle of "single window" and "transparent office". They are created at local councils for the purpose of comfort and counteraction to corruption in the provision of services to individuals and legal entities. In addition to improving the availability and quality of public services, the creation of an extensive network of CASPs contributes to the creation of a transparent and accountable multilevel system of governance, that responds to the needs of citizens, as well as increasing the number of jobs even in small settlements. Following the active implementation of the decentralization reform, capable united communities have been given greater powers, resources and responsibilities. This has led to opening of CASPs in communities, where you can get the most necessary administrative services in a comfortable environment. The list of services that can be provided on the ground is constantly expanding.

The establishment of the CASP in the areas most affected by conflict is an important element of reconstruction and peacebuilding. Currently, the administrative services department in Stanytsia Luhanska is represented at the district administration level and is housed in a rented adapted premise. As a result of the military conflict, a significant number of communal and state-owned objects were destroyed. The rented premises do not meet the standards set for the Centers for Administrative Services Provision.

By the decision of the village council, a department for the provision of administrative services at the local self-government body was established and an administrative building was provided for the establishment of the Center for Administrative Services Provision. This is a two-storey office building located almost in the center of the village. It is also within walking distance of EECP (entrance-exit checkpoint). There are pedestrian and access roads to this building. The construction of the building fully meets the requirements of the Centers for Administrative Services Provision.

The importance of this Center is significant because:

- The nearest Centers are located at a distance of over 60 km. (Bilovodsk, Novoidar)
- Stanytsia Luhanska includes the only operating entrance-exit checkpoint with the non-governmental controlled area in Luhansk oblast. Every day about 10,000 people cross the CP (checkpoint) (data before the introduction of quarantine restrictions on COVID-19).
- The center will coordinate the work of remote workplaces in prefect districts, as well as the work of the Mobile CASP.
- It will create comfortable conditions for the staff and visitors of the Center.

In this regard, it is planned to select a qualified contractor for the overhaul of the administrative building of Stanytsia Luhanska village council at the address: Tsentralna Street, 52, Stanytsia Luhanska.

2. Scope of work

- 2.1. Performance of construction and assembly works by the Contractor in accordance with the attached engineering documentation.
- 2.2. To ensure delivery of all materials and necessary equipment to the construction site.
- 2.3. The work must be carried out in full compliance with applicable national standards and regulations, including applicable environmental, labor, building and safety regulations: DBN A.2.2-3-2004, SNiP 2.08.02-89, DSTU B A.2.4-4-99, DBN B.2.3-14: 2006, DBN B.2.2-17- 2006, DBN B.2.2-9-2009, DBN B.2.2-3-97, DBN B.2.2-4-97, DBN B.2.2-10-2001, DSTU 28196-89, DBN B.1.1-7-2002, VNTP 311-98, DBN A.3.2-2-2009 et al.) The obligation to comply with national law vests solely with the contractor.
- 2.4. To comply with the requirements, conditions, instructions and standards provided in the engineering documentation (project).
- 2.5. To eliminate any defects, deficiencies, inconsistencies of design decisions, substandard materials, works, devices, structures revealed within 12 months after the object was put into operation free of charge to the Customer, unless it is proved that they occurred due to: normal wear and tear of the site or its parts; improper operation; improper servicing of the site by the Customer or by third parties involved by it.
- 2.6. To provide round-the-clock online monitoring of the site and the progress of work (three video cameras)
- 2.7. The Contractor needs to ensure all standards of safety of the personnel as per the international guidelines. Clothing (helmets, gloves, boots, safety glasses etc.) and protection measures for the personnel shall be strictly followed and be in accordance with ISO or other standard (i.e. GOST).
- 2.8. All debris shall be properly collected and piled in a proper area at the construction site until the final disposal;
- 2.9. List of sites:

| No. | Name of site | Address | Technical specification |
|-----|---|--|-------------------------|
| 1 | Centers for Administrative Services Provision | Tsentralna Street, 52, Stanytsia Luhanska, Ukraine | See Annex 1 |

3. Work progress monitoring

- 3.1. The contractor's work will be supervised by representatives of the organizations responsible for author and technical supervision, UNDP representatives and building owners.

- 3.2. The final work acceptance will be performed by: a UNDP representative, a representative of the organization conducting technical supervision, and the owner's representative.
- 3.3. In addition to regular reporting, the contractor shall be required to report any major incidents within 36 hours to UNDP. These include incident or accident in relation to the project execution, regarding details of any incident of an
- environmental nature; and/or
 - occupational health and safety nature; and/or
 - public health and safety nature

4. Duration of work

- 4.1. The successful tenderer must complete the work within the following terms:

| No. | Name | Number of months to complete construction works |
|-----|--|--|
| 1 | Center for Administrative Services Provision, Stanytsia Luhanska | 9 (nine), starting from the date of registration of the announcement on commencement of work in the State Architectural and Construction Inspectorate (+10%/ - any time earlier) |

5. Qualification of a successful contractor

- 5.1. Construction company with a valid registration (for Ukrainian companies registration must be obtained on the Government controlled area).
- 5.2. Minimum annual turnover for any 2 years between 2016 and 2019: USD 500,000.00
- 5.3. Minimum 3 years of engagement in similar projects.
- 5.4. At least 3 projects of similar nature have been completed during the last 5 years.
- 5.5. Possession of a license for the requested works, based on technical documentation: License to perform activities related to creation of architectural objects. License for provision of services and installation works for fire protection systems.
- 5.6. Availability of appropriate equipment and mechanisms.
- 5.7. Availability of qualified technical staff to perform the work (for electrical engineering staff – electrical safety team, at least 4th class).

6. Requirements for the materials used

- 6.1. The Contractor is obliged to ensure procurement and delivery of all materials and necessary equipment to the construction site. The Contractor is obliged to include the cost of all necessary materials and equipment to carry out the respective type of work in the price offer.
- 6.2. Delivery of the equipment must be accompanied by installation, testing, commissioning and availability of mandatory warranty service, according to the project documentation. Equipment or any other materials/products to be used need to have relevant warranty. All necessary technical documentation, warranty letters, as well as quality certificates (certificates of conformity, sanitary and epidemiological findings, fire test reports (if necessary), etc.) for materials/equipment must be provided by the Contractor on the day of delivery. Warranty certificates for automatic and other equipment to be installed on site shall be mandatory.
- 6.3. The use of asbestos and materials containing asbestos is prohibited.
- 6.4. The Contractor is obliged to contribute to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.)
- 6.5. The quality of the materials shall be in conformity with the local standards (DSTU or GOST), in conjunction with ISO or international standards. Requirements for basic building materials:

| No. | Name of structures and materials | Basic requirements | Regulatory document |
|---|----------------------------------|---|---|
| 1 | Cables and wires | With a copper core; When wiring is open or in boxes – insulation that does not spread the combustion and does not emit toxic gases/smoke | SRARP 0.00-1.32-01. "Rules of arrangement of electrical installations. Electrical equipment of special installations" DBN B.2.5-23: 2010 "Designing of electrical equipment of sites of civilian use" |
| 2 | Pipes | Polyethylene pressure pipes of high and low pressure, type T drinking | (EN12201-2: 2003, MOD) DSTU B B.2.7-151: 2008 "Pipes for cold water supply. Specifications" |
| 3 | Connecting parts | Connecting parts for polyethylene water pipe lines | (EN 12201-3: 2003, MOD) DSTU B B.2.7-178: 2009 "Connecting parts for polyethylene pipes. Specifications" |
| 4 | Metal constructions | Metal constructions of an entrance ramp and apprentice | DSTU B B.2.6-200 is valid till: 2014 "Metal building constructions. Requirements for installation" |
| 5 | Concrete | Meeting the requirements of the project documentation | DSTU B B.2.7-176: 2008 "Concrete mixtures. Concrete" |
| 6 | Ceramic tile | Glazed, for interior works | DSTU B B.2.7-117-2002 "Ceramic floor tile"; GOST 6141-91 "Ceramic glazed tiles for interior work" |
| 7 | Paint | Acrylic front for exterior works, polyvinyl acetate water emulsion for interior works | GOST 28196-89 "Water-dispersive paints. Specifications" |
| 8 | Heater | Thermal insulation of buildings Non-combustible (NC) Thermal conductivity $\lambda_{ir} - 0,042W / (m^2 k)$ | DBN B.2.6-31: 2016 "Thermal insulation of buildings. Technical specifications" |
| 9 | Waterproofing | Rolled materials | DSTU B A.1.1-29-94. SSNB. "Roofing, waterproofing and vapor barrier and adhesive mastics". |
| 10 | Metal-plastic windows and doors | 5-chamber profile resistant to ultraviolet radiation. Double-glazed windows. The coefficient of resistance not less than 0.75 | DBN B.2.6-31: 2016 "Thermal insulation of buildings" |
| For supply of materials (linoleum, wallpaper, tiles, etc.), it is also necessary to provide a certificate of compliance, health and epidemiological report and fire test reports. | | | |

7. The tender package must include:

- Profile of the organization (Construction company with current registration (for Ukrainian companies the registration must be obtained in the Government controlled area).
- The participant's proposals are filled in the format according to item 9.
- Certified copy of the License to carry out activities related to the creation of architectural objects.
- Certified copy of the License for provision of services and installation works for fire protection systems.
- Certified copies of financial documents confirming the minimum annual turnover for any 2 years in the period from 2016 to 2019: USD 500,000.00
- Completed List of Works and Materials to this Terms of Reference.
- Estimate documentation developed in the cost management software for construction projects (such as AVK, IVK, Presto, Bauwise, BOEMax or analog thereof).
- At least 2 letters of recommendation from previous customers, reflecting the nature of the implemented projects, their results and the role of the applicant;
- Financial proposal

8. Price offer and payment schedule

8.1. The contract value shall remain fixed for the duration of the contract.

8.2. Applicants shall include all costs associated with the performance of works in their price offer (such as supply of all materials, equipment, travel expenses, per diem payments, staff salary, office expenses, etc.).

8.3. Payments shall be distributed as follows:

- The advance payment (not exceeding 20% of the total contract amount, or USD 30,000, whichever is less) may be considered should this requirement be clearly indicated in the proposal. The payment may be provided upon the construction contract signature.
- 70% of the total contract amount shall be paid in stages, based on the actual amount of work completed by the Contractor in the last month (certificates of works performed must be approved by a UNDP representative and a representative of the organization providing technical supervision of construction, and must be submitted no later than 5 days following the reporting month).
- 10% of the total contract amount shall be paid after commissioning of the site.

9. Selection process

Applicants' proposals must conform to the format below and provide the detailed information on:

9.1. The works it performed as a contractor for construction works of a similar nature in the last 5 years:

| No. | Project name | Customer name and contact information | Description of works | Contract amount (USD) | Actual completion date |
|-----|--------------|---------------------------------------|----------------------|-----------------------|------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| ... | | | | | |

9.2. Current liabilities

| No. | Short description of the contract (type of work, scope) | % of work completed by the date of bidding | Full names of the staff involved in the work (please indicate if the same staff is offered for the current tender) |
|-----|---|--|--|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| ... | | | |

9.3 Availability of staff to perform the work (sufficient to perform works on each site):

| N o. | Full names of the staff | Position | Qualification | Work experience, years | Status: temporary/permanent |
|------|-------------------------|----------|---------------|------------------------|-----------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| ... | | | | | |

9.4 List of equipment available for works (sufficient to perform works on each site):

| No. | Name of equipment | Capacity | Condition (good/needs repair) | Own/rented |
|-----|-------------------|----------|-------------------------------|------------|
| 1 | | | | |

| | | | | |
|-----|--|--|--|--|
| 2 | | | | |
| 3 | | | | |
| ... | | | | |

9.5 Schedule of overhaul of the CASP building

| No. | Type of works | Timing of the performance of works from the date of signing the contract | Duration of work |
|-----|---------------|--|------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| ... | | | |

10 Estimated value of the offer.

Applicants must submit their price quotations in the following format. All costs associated with the works must be included in the price quotation (such as delivery of all materials and equipment, transport costs, per diem payments, staff salaries, office expenses, etc.).

UNDP will use the cost table with breakdown to evaluate the reasonableness of prices and to calculate the price if both parties decide to add new goods and services to the range of goods and services to be provided under the contract.

If UNDP has already awarded the contract(s) to perform other similar works to the participant, UNDP reserves the right to request additional information from the participant, namely: evidence of the company's technical ability to perform works at several sites concurrently (availability of appropriate personnel and equipment for each site). Confirmation of availability of different resources to complete the task for each site (personnel, equipment, etc.) is a prerequisite for awarding the contract.

| Object | Total (USD/UAH), without VAT |
|---|---------------------------------|
| Centers for Administrative Services Provision Tsentralna Street, 52, Stanytsia Luhanska, Ukraine | |

Annexes to the Terms of Reference

Engineering specification, design documentation and technical inspection results for the facilities are attached.

Specification and project documentation:

By reference: <https://drive.google.com/drive/folders/1zVdWvZBOOvUgwGBVql3pC7r6yAf01Htj?usp=sharing>

ТЕХНІЧНЕ ЗАВДАННЯ

Назва проекту: Програма ООН з відновлення та розбудови миру.

Опис завдання: Капітальний ремонт адміністративної будівлі Станично-Луганської селищної ради за адресою: вул.Центральна,52 смт. Станиця Луганська.

Країна / Місце роботи: Україна, Луганська область, смт. Станиця Луганська

Керівник другого рівня: Координатор Програми (Реформа місцевого самоврядування та децентралізації)

Дата початку виконання завдання: липень 2020

Термін виконання завдання і / або дата завершення (якщо застосовується): 9 місяців

1. КОНТЕКСТ

Програма розвитку ООН (ПРООН) активно працює на сході України протягом останнього десятиліття, зосереджуючи увагу на розвитку громад та громадянського суспільства та захисті навколишнього середовища.

Починаючи з 2015 року, на запит уряду України, ПРООН розпочала роботу над вирішенням проблем, пов'язаних із конфліктами, шляхом раннього залучення, встановлення партнерських відносин в рамках реалізації Програми ООН із відновлення та розбудови миру (UN RPP). UN RPP – це рамкова програма, що фінансується за рахунок донорів, спільно впроваджується чотирма агенціями-партнерами ООН: ПРООН, Жінки ООН, ФАО та ЮНФПА у співпраці з урядом України. UN RPP була розроблена з метою реагування на причини та наслідки конфлікту та їх пом'якшення. Вона є невід'ємною складовою Загальнодержавної Програми ПРООН і, таким чином, повністю узгоджується з Рамковою угодою партнерства ООН. Вона тісно пов'язана з програмою «Демократичне управління та реформи», що діє на національному рівні та в усіх регіонах України.

Імплементация UN RPP відбувається за такими ключовими компонентами Програми, які відображають пріоритетні потреби регіону:

Компонент 1: Відновлення економіки та відбудова критичної інфраструктури

Компонент 2: Місцеве самоврядування та реформа децентралізації влади в Україні

Компонент 3: Громадська безпека та соціальна згуртованість.

Програма працює на основі механізму об'єднаного фінансування дотримується багатосекторного програмного підходу та впроваджується з використанням методології, акцентованої на розвитку території, що використовує єдину універсальну структуру для 12 проектів, що фінансуються 12 міжнародними партнерами.

У жовтні 2018 року чотири агенції ООН (ПРООН, ООН Жінки, Продовольча та сільськогосподарська організація ООН і Фонд ООН у галузі народонаселення) підписали новий спільний проектний документ, що фінансується ЄС. Загальна мета проекту - відновити ефективне управління та сприяти примиренню в постраждалих від кризи громадах Донецької та Луганської областей України, підвищуючи таким чином довіру та легітимність органів місцевого самоврядування у контрольованих урядом районах областей. Це сприятиме зміцненню миру та допоможе запобігти подальшій ескаляції конфлікту в Україні через ефективну та відповідальну децентралізацію, ґендерно-орієнтоване планування відновлення та рівний доступ до послуг, а також підвищену безпеку громад та соціальну згуртованість.

Ці зусилля будуть досягнуті шляхом досягнення наступних конкретних цілей:

1. Посилення місцевого потенціалу для ґендерно-відповідальної децентралізації та адміністративних реформ для покращення управління, місцевого розвитку та надання послуг.
2. Стимулювання зайнятості та економічне зростання шляхом надання допомоги мікро-, малим- та середнім підприємствам (ММСП) через послуги з розвитку бізнесу, орієнтовані на попит, та професійне навчання.
3. Посилити соціальну згуртованість та примирення шляхом просування громадських ініціатив.
4. Підтримка секторальних та структурних змін у сфері охорони здоров'я, освіти та критичної громадської інфраструктури з метою пом'якшення прямих наслідків конфлікту.

Центри надання адміністративних послуг (ЦНАП) — державні установи з надання різноманітних адміністративних послуг за принципом «єдиного вікна» та «прозорого офісу». Створюються при місцевих радах з метою комфортності та протидії корупції в наданні послуг фізичним та юридичним особам. Окрім підвищення доступності та якості державних послуг, створення розгалуженої мережі ЦНАПів сприяє створенню прозорої і підзвітної багаторівневої системи врядування, яка реагуватиме на потреби громадян, а також сприяє зростанню кількості робочих місць навіть в невеликих населених пунктах. Після початку активного впровадження реформи децентралізації спроможні об'єднані громади отримали більш широкі повноваження, ресурси і відповідальність. Це призвело до того, що в громадах почали відкриватись ЦНАПи, в яких можна отримати найнеобхідніші адміністративні послуги у комфортних умовах. Перелік послуг, що можуть надаватися на місцях, постійно розширюється.

Створення ЦНАП на територіях, які найбільше постраждали від військової агресії, є важливим елементом відновлення та мирного будівництва.

На даний час, відділ з надання адміністративних послуг у Станиці Луганській представлено на рівні районної адміністрації і розміщується в орендованому пристосованому приміщенні. В результаті військового конфлікту значна кількість об'єктів комунальної та державної власності зруйнована. Орендоване приміщення не відповідає нормам

визначеним для Центрів надання адміністративних послуг. Рішенням селищної ради створено відділ з надання адміністративних послуг при органі місцевого самоврядування та надано адміністративну будівлю для створення Центру надання адміністративних послуг. Це двоповерхова адміністративна будівля, яка знаходиться практично в центрі селища. Також вона знаходиться на відстані пішохідної досяжності від КП ВВ (контрольний пункт в'їзду – виїзду). До даної будівлі є пішохідні та під'їзні шляхи. Конструкція будівлі повністю відповідає вимогам до Центрів надання адміністративних послуг.

Важливість даного Центру є значною, так як:

- найближчі Центри знаходяться на відстані понад 60 км. (Біловодськ, Новоайдар)
- Станиця Луганська має єдиний на даний час контрольний пункт в'їзду -виїзду з тимчасово непідконтрольної уряду України території – кожного дня КП ВВ перетинає близько 10000 осіб. (дані до введення карантинних обмежень по COVID-19)
- Центр координуватиме роботу віддалених робочих місць в старостинських округах а також роботу Мобільного ЦНАП.
- Створить комфортні умови для персоналу та відвідувачів Центру.

В зв'язку з цим, планується вибрати кваліфікованого підрядника для проведення Капітального ремонту адміністративної будівлі Станично-Луганської селищної ради за адресою: вул.Центральна,52 смт. Станиця Луганська.

2. Обсяг робіт

- 2.1 Виконання Підрядником будівельно-монтажних робіт згідно з доданою технічною документацією.
- 2.2 Забезпечити поставку всіх матеріалів і необхідного устаткування на будівельний майданчик.
- 2.3 Роботи повинні виконуватися в повній відповідності до чинних національних стандартів та нормативів, включаючи відповідні норми охорони навколишнього середовища, праці, будівництва та техніки безпеки: такими як: ДБН А.2.2-3-2004, СНІП 2.08.02-89, ДСТУ Б А.2.4-4-99, ДБН В.2.3-14: 2006, ДБН В.2.2-17: 2006, ДБН В.2.2-9-2009, ДБН В.2.2-3-97, ДБН В.2.2-4-97, ДБН В.2.2-10-2001, ГОСТ 28196-89, ДБН В.1.1-7-2002, ВНТП 311-98, ДБН А.3.2-2-2009) та ін. Зобов'язання виконувати національне законодавство покладається виключно на підрядника.
- 2.4 Дотримуватися вимог, умов, інструкцій та стандартів, передбачених в технічній документації (проект).
- 2.5 Безкоштовно для Замовника усунути будь-які дефекти, недоробки, невідповідності проектним рішенням, неякісні матеріали, роботи, пристрої, конструкції, виявлені протягом 12 місяців після прийняття об'єкта в експлуатацію, якщо не буде доведено, що вони сталися внаслідок: природного зносу об'єкта або його частин; неправильної його експлуатації; неналежного обслуговування об'єкта, який здійснено самим Замовником або залученими ним третіми особами.
- 2.6 Забезпечити цілодобове онлайн-спостереження за об'єктом та ходом робіт (три відеокамери)
- 2.7 Виконавець повинен забезпечити всі стандарти безпеки персоналу відповідно до міжнародних рекомендацій. Одяг (шоломи, рукавички, черевики, захисні окуляри тощо) та заходи захисту персоналу повинні суворо дотримуватися та відповідати ISO або іншим стандартам (тобто ГОСТ).
- 2.8 Все сміття повинно бути належним чином зібране в належному місці на будівельному майданчику до остаточного прибирання.
- 2.9 Перелік об'єктів:

| № | Найменування об'єкту | Адреса | Технічна специфікація |
|---|---------------------------------------|--|-----------------------|
| 1 | Центр надання адміністративних послуг | вул.Центральна,52 смт. Станиця Луганська, Україна. | Див. Додаток 1 |

3. Контроль виконання робіт

- 3.1 Робота підрядника буде контролюватися представниками організацій, відповідальних за авторський і технічний нагляд, представниками ПРООН та власниками будівлі.
- 3.2 Заключне приймання робіт будуть виконувати: представник ПРООН, представник організації, що здійснює технічний нагляд за будівництвом, а також представник власника.
- 3.3 Крім регулярної звітності, підрядник зобов'язаний протягом 36 годин повідомити ПРООН про будь-які великі інциденти. До них відносяться інцидент або аварія стосовно виконання проекту, щодо:
 - а. екологія; та / або

- b. здоров'я та безпека робітників; та / або
- c. здоров'я та безпека населення

4. Тривалість виконання робіт

4.1 Успішний учасник тендеру повинен виконати роботи в такі строки:

| № | Назва | Кількість місяців для виконання будівельних робіт |
|---|--|---|
| 1 | Центр надання адміністративних послуг смт. Станиця Луганська | 9 (дев'ять) починаючи від дати реєстрації повідомлення про початок робіт в ДАБК (+10% / - будь-який час раніше) |

5. Кваліфікація успішного підрядника

- 5.1 Будівельна компанія з діючою реєстрацією (для українських компаній - реєстрація повинна бути отримана на території контролюваної урядом України).
- 5.2 Мінімальний річний оборот за будь-які 2 роки в період з 2016 по 2019 роки: USD 500,000.00
- 5.3 Мінімум 3 роки в проектах аналогічного характеру.
- 5.4 Мінімум 3 проекти аналогічного характеру виконані за останні 5 років.
- 5.5 Наявність ліцензії на запитувані роботи, засновані на технічній документації: Ліцензія на здійснення діяльності, пов'язаної із створенням об'єктів архітектури. Ліцензія на надання послуг та монтажних робіт для систем протипожежного захисту.
- 5.6 Наявність відповідного обладнання і механізмів.
- 5.7 Наявність кваліфікованого технічного персоналу для виконання робіт (для електротехнічного персоналу – група з електробезпеки не нижче 4ої).

6. Вимоги до використовуваних матеріалів.

- 6.1. Підрядник зобов'язаний забезпечити закупівлю та поставку всіх матеріалів і необхідного устаткування на будівельний майданчик. Підрядник зобов'язаний включити в цінову пропозицію вартість всіх необхідних матеріалів і устаткування для виконання відповідного виду робіт.
- 6.2. Поставка обладнання повинна супроводжуватися його установкою, випробуванням, введенням в експлуатацію та наявністю обов'язкового гарантійного обслуговування, згідно з проектною документацією. Обладнання або будь-які інші матеріали / продукти, які будуть використовуватися, повинні мати відповідну гарантію. Вся необхідна технічна документація, гарантійні листи, а також сертифікати якості (сертифікати відповідності, санітарно-епідеміологічний висновок, протоколи пожежних випробувань (у разі необхідності) і т. п.) на матеріали / обладнання повинні надаватися Підрядником в день доставки. Сертифікати на гарантійне обслуговування для автоматичного та іншого обладнання, яке буде встановлене на об'єкті, обов'язкові.
- 6.3. Заборонено використовувати азбест і матеріали що містять азбест.
- 6.4. Підрядник зобов'язаний сприяти екологічній стійкості та зменшенню несприятливих впливів на навколишнє середовище (наприклад, використання нетоксичних речовин, переробленої сировини, енергоефективного обладнання, зменшення викидів вуглецю тощо).
- 6.5. Якість матеріалів повинна відповідати місцевим стандартам (ДСТУ чи ГОСТ) у поєднанні з ISO або міжнародними стандартами. Вимоги до основних будівельних матеріалів :

| № | Найменування конструкцій і матеріалів | Основні вимоги | Нормативний документ |
|---|---------------------------------------|----------------|----------------------|
|---|---------------------------------------|----------------|----------------------|

| | | | |
|---|------------------------------------|--|---|
| 1 | Кабелі та дроти | З мідною жилою; При проводці відкрито або в коробах - ізоляція що не поширює горіння і не виділяє токсичних газів / диму | ДНАОП 0.00-1.32-01. «Правила улаштування електроустановок. Електрообладнання спеціальних установок » ДБН В.2.5-23: 2010 «Проектування електрообладнання об'єктів цивільного призначення» |
| 2 | Труби | Труби поліетиленові напірні високого і низького тиску, тип Т питні | (EN12201-2: 2003, MOD) ДСТУ Б В.2.7-151: 2008 «Труби для подачі холодної води. Технічні умови» |
| 3 | Деталі з'єднувальні | Деталі з'єднувальні для водопроводів з поліетиленових труб | (EN 12201-3:2003, MOD) ДСТУ Б В.2.7-178:2009 Деталі з'єднувальні для водопроводів з поліетиленових труб. Технічні умови |
| 4 | Металоконструкції | Металоконструкції пандуса та навісу | ДСТУ Б В.2.6-200 діє до: 2014 Конструкції металеві будівельні. Вимоги до монтажу |
| 5 | Бетон | Що відповідає вимогам проектної документації | ДСТУ Б В.2.7-176: 2008 «Суміші бетонні. Бетон.» |
| 6 | Плитка керамічна | Глазурована, для внутрішніх робіт | ДСТУ Б В.2.7-117-2002 «Керамічна плитка для підлоги»; ГОСТ 6141-91 «Плитки керамічні глазуровані для внутрішніх робіт» |
| 7 | Фарба | акрилова фасадна для зовнішніх робіт, полівінілацетатна водоемульсійна для внутрішніх робіт | ДСТУ 28196-89 «Фарби водно-дисперсійні. Технічні умови» |
| 8 | Утеплювач | Теплова ізоляція будівель Негорючий (НГ) Теплопровідність $\lambda_{pr} - 0,042 \text{ Вт/(м}^2 \cdot \text{к)}$ | ДБН В.2.6-31:2016 «Теплова ізоляція будівель. Технічні умови» |
| 9 | Гідроізоляція | Рулонні матеріали | ДСТУ Б А.1.1-29-94. ССНБ. Мастики покрівельні, гідро- і пароізоляційні і приклеювальні. |
| 10 | Металопластикові вікна та двері | 5-ти камерний профіль стійкий до ультрафіолетового випромінювання. Двокамерний склопакет. Коефіцієнт опору не нижче 0,75 | ДБН В.2.6-31:2016 Теплова ізоляція будівель |
| При постачанні матеріалів (лінолеум, шпалери, плитка, тощо) також потрібно надати сертифікат відповідності, санітарно-епідеміологічний висновок і протоколи пожежних випробувань. | | | |

7. Тендерний пакет повинен включати:

- профіль організації (Будівельна компанія з діючою реєстрацією (для українських компаній - реєстрація повинна бути отримана на території контрольованої урядом України).
- Пропозиції учасника заповнені у форматі згідно п.9 .
- Завірена копія Ліцензії на здійснення діяльності, пов'язаної із створенням об'єктів архітектури.
- Завірена копія Ліцензії на надання послуг та монтажних робіт для систем протипожежного захисту.
- Завірені копії фінансових документів, що підтверджують мінімальний річний оборот за будь-які 2 роки в період з 2016 по 2019 рр: USD 500,000.00
- Заповнений Перелік обсягів робіт і матеріалів до цього Технічного завдання.
- Кошторисна документація розроблена в спеціалізованому програмному комплексі для розробки кошторисної документації для будівельних проектів (таких як АВК, ІВК, Presto, Bauwise, BOEMax або аналогу).
- Принаймні 2 рекомендаційні листи компанії від попередніх замовників, що відображають характер реалізованих проектів, їх результати та роль заявника;
- Фінансова пропозиція

8. Цінова пропозиція і графік платежів

8.1 Вартість контракту повинна залишатися фіксованою на період дії договору.

8.2 Претенденти повинні включати всі витрати, пов'язані з виконанням робіт в їх ціновій пропозиції (такі як поставка всіх матеріалів і устаткування, транспортні витрати, добові, зарплатня персоналу, канцелярські витрати і т. д.).

8.3 Платежі повинні бути розподілені наступним чином:

- Передплата (не повинна перевищувати 20% від загальної суми контракту, або 30,000 доларів США, в залежності від того, що менше) може бути розглянута, якщо дана вимога чітко відображена в пропозиції. Платіж може бути здійснений після підписання контракту.
- 70% від загальної суми контракту будуть виплачені поетапно, на підставі фактично виконаних обсягів робіт Підрядником за останній місяць (акти виконаних робіт повинні бути затверджені представником ПРООН та представником організації, що здійснює технічний нагляд за будівництвом, і повинні бути представлені не пізніше ніж протягом 5 днів, наступних за звітним місяцем).
- 10% від загальної суми контракту будуть виплачені після введення об'єкта в експлуатацію.

9. Процес відбору.

Пропозиції претендентів повинні відповідати формату, вказаному нижче, і надати детальну інформацію про:

9.1 Роботи виконаної в якості підрядника на будівельні роботи аналогічного характеру за останні 5 років:

| № | Назва проекту | Ім'я замовника та контактні дані | Опис робіт | Сума контракту (USD) | Фактична дата завершення |
|-----|---------------|----------------------------------|------------|----------------------|--------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| ... | | | | | |

9.2 Поточні зобов'язання

| № | Короткий опис контракту (тип робіт, обсяг) | % виконаних робіт на дату подання тендерної пропозиції | ПІБ персоналу, зайнятого виконанням роботи (будь ласка, вкажіть якщо той же самий персонал пропонується для поточного тендеру) |
|-----|--|--|--|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| ... | | | |

9.3 Наявність персоналу для виконання робіт (достатнього для виконання робіт по кожному з об'єктів):

| № | ПІБ персоналу | Посада | Кваліфікація | Досвід роботи, років | Статус: тимчасовий / постійний |
|-----|---------------|--------|--------------|----------------------|--------------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| ... | | | | | |

9.4 Перелік наявного обладнання для виконання робіт (достатнього для виконання робіт по кожному з об'єктів):

| № | Найменування устаткування | Потужність | Стан (гарне/потребує ремонту) | Власне / орендоване |
|-----|---------------------------|------------|-------------------------------|---------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| ... | | | | |

9.5 Графік виконання робіт по капітального ремонту будівлі ЦНАП

| № | Найменування виду робіт | Термін початку виконання робіт з дати підписання договору | Тривалість робіт |
|-----|-------------------------|---|------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| ... | | | |

10. Оціночна вартість пропозиції.

Претенденти повинні надати свої цінові пропозиції в наступному форматі. Всі витрати, пов'язані з виконанням робіт повинні бути включені в цінову пропозицію (такі як поставка всіх матеріалів і устаткування, транспортні витрати, добові, зарплата персоналу, канцелярські витрати тощо).

Також Учасники тендеру повинні надати таблицю витрат з розбивкою вищевказаної вартості по кожному із об'єктів у форматі, зазначеному в Додатку 2.

ПРООН буде використовувати таблицю витрат з розбивкою для оцінки обґрунтованості цін, а також для розрахунку ціни в тому випадку, якщо обидві сторони вирішать додати нові товари та послуги в комплекс товарів і послуг, які будуть надаватися в рамках контракту.

У разі, якщо ПРООН вже присудив учаснику контракт/и на інші схожі роботи, ПРООН залишає за собою право запросити додаткову інформацію в учасника, а саме: докази технічної можливості компанії виконати роботи одночасно на декількох об'єктах (наявність відповідного персоналу та обладнання для кожного з об'єктів). Підтвердження наявності різних ресурсів для виконання завдання по кожному об'єкту (персонал, обладнання тощо) є обов'язковою умовою для присудження контракту.

| Об'єкт | Всього (USD/UAH), без ПДВ |
|---|---------------------------|
| Центр надання адміністративних послуг, вул.Центральна,52 смт. Станиця Луганська, Україна. | |

Додатки до ТЗ

Технічна специфікація, проектна документація і результати технічного обстеження для об'єктів додаються.

1.1. Специфікація та проектна документація:

За посиланням:

<https://drive.google.com/drive/folders/1zVdWvZBOOvUgwGBVql3pC7r6yAf01Htj?usp=sharing>

Уважаемые партнеры!

Представительство ООН в Украине информирует Вас, что приобретение товаров и услуг, объявленных в тендере 451-2020-UNDP-UKR-ITB-RPP производиться в рамках выполнения проекта международной технической помощи.

Согласно положениям Налогового Кодекса Украины (п. 197.11) предусмотрено освобождение от налогообложения НДС операций, которые финансируются за счет материально-технической помощи.

Порядок получения права на освобождение от налогообложения операций, которые производятся в рамках проектов международной технической помощи регламентируется постановлением Кабинета Министров Украины от 15 февраля 2002 года №153.

В случае наличия права на применение этой НДСной льготы на дату получения аванса от ПРООН вы должны составить и зарегистрировать в ЕРНН налоговую накладную (далее — НН), которая заполняется следующим образом:

- в графе «Складена на операції, звільнені від оподаткування» верхней левой части делается пометка «Без ПДВ»;
- в раздел А табличной части НН (строки I - X) вносятся обобщающие данные по операциям, на которые складывается такая НН, а именно: в строке I указывается общая сумма средств, подлежащих уплате с учетом НДС; в строке IX — общий объем поставки товаров/услуг. Строки II - VIII раздела А не заполняются;
- в графе 2 раздела В указывается номенклатура услуг поставщика (продавца);
- в графа 3.3 раздела В — код услуги согласно ГКПУ. Графа 3.3 заполняется на всех этапах поставки услуг.
- в графе 4 и 5 — единица измерения услуг;
- в графе 6 — количество (объем) поставки услуг;
- в графе 7 — цена поставки единицы услуги без учета НДС;
- в графе 8 — указывается код ставки НДС 903;
- в графе 9 — код льготы согласно Справочнику других налоговых льгот налоговых льгот, утвержденному ГФС по состоянию на дату составления НН — «14060523».
- в графе 10 — объем поставки без учета НДС (сумма аванса).

Детально — в материалах «Налоговая накладная — 2017: порядок заполнения» и «Новая налоговая накладная в образцах».

Что касается налогового кредита с НДС по покупкам материалов для выполнения соответствующих строительных работ, то здесь правила его компенсации, предусмотренные п. 198.5 НКУ, не действуют. Ведь согласно п. 198.5 НКУ на операции по поставке товаров и услуг, освобождение от налогообложения НДС которых предусмотрено п. 197.11 НКУ, правила начисления налоговых обязательств не распространяются.

Это значит, что в ходе использования материалов, которые покупались с НДС, для выполнения данных работ налоговый кредит компенсировать не нужно, соответственно не нужно и начислять для этого налоговые обязательства.

Исходя из вышесказанного, просим Вас формировать Ваши тендерные заявки/счета на оплату без НДС учитывая положения украинского законодательства, изложенного в перечисленных нормативных актах.

В случае возникновения дополнительных вопросов просим Вас обращаться в отделения Государственной Фискальной Службы Украины по месту регистрации Вашего предприятия для получения дополнительной консультации в рамках статьи 52 Налогового Кодекса Украины.

Section 5b: Other Related Requirements

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

| | |
|--|---|
| Delivery Term [INCOTERMS 2020] (Pls. link this to price schedule) | n/a |
| Exact Address of Delivery/Installation Location | Centers for Administrative Services Provision, Tsentralna Street, 52, Stanytsia Luhanska, Ukraine |
| Mode of Transport Preferred | N/A |
| UNDP Preferred Freight Forwarder, if any ³ | Click here to enter text. |
| Distribution of shipping documents (if using freight forwarder) | Click here to enter text. |
| Customs, if required, clearing shall be done by: | N/A |
| Ex-factory / Pre-shipment inspection | N/A |
| Inspection upon delivery | Final Inspection of works will be performed by UNDP appointed Engineer, Technical Supervisory entity and beneficiary's representatives. |
| Installation Requirements | N/A |
| Testing Requirements | N/A |
| Scope of Training on Operation and Maintenance | N/A |
| Commissioning | Commissioning of works will be performed by the Project Engineer, a technical supervisor and the owner of the facility |
| Warranty Period | 12 months To eliminate any defects, deficiencies, inconsistencies of design decisions, substandard materials, works, devices, structures revealed within 12 months after the object was put into operation free of charge to the Customer, unless it is proved that they occurred due to: normal wear and tear of the site or its parts; improper operation; improper servicing of the site by the Customer or by third parties involved by it. ccurred due to: normal wear and tear of the site or its parts; improper operation; improper servicing of the site by the Customer or by third parties involved by it. |
| Local Service Support | N/A |
| Technical Support Requirements | N/A |
| After-sale services Requirements | <input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 12 months <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance /repair <input type="checkbox"/> Others <i>[pls. specify]</i> |
| Payment Terms (max. advanced payment is 20% as per UNDP policy) | - The advance payment (not exceeding 20% of the total contract amount, or USD 30,000, whichever is less) may be considered |

³A factor of the [Incoterms](#) stipulated in the ITB. The use of a UNDP preferred freight forwarder may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to UNDP when clearing with customs authority of the country of destination.

| | |
|---|--|
| | <p>should this requirement be clearly indicated in the proposal. The payment may be provided upon the construction contract signature. <i>If the advanced payment that the Bidder would need will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Guarantee in the same amount as the advanced payment, using the form and contents of the document in Section 10</i></p> <ul style="list-style-type: none"> - 70% of the total contract amount shall be paid in stages, based on the actual amount of work completed by the Contractor in the last month (certificates of works performed must be approved by a UNDP representative and a representative of the organization providing technical supervision of construction, and must be submitted no later than 5 days following the reporting month). - 10% of the total contract amount shall be paid after commissioning of the site. |
| Conditions for Release of Payment | <p> <input type="checkbox"/> Pre-shipment inspection <input type="checkbox"/> Inspection upon arrival at destination <input type="checkbox"/> Installation <input type="checkbox"/> Testing <input type="checkbox"/> Training on Operation and Maintenance <input type="checkbox"/> Others <i>[pls. specify]</i> <input checked="" type="checkbox"/> Signing of Acts of completed works by the Project Engineer and Technical supervision representative </p> |
| All documentations, including catalogues, instructions and operating manuals, shall be in this language | English and / or Ukrainian/Russian |

Section 6: Returnable Bidding Forms / Checklist

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

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

Technical Bid:

| | |
|--|-------------------------------------|
| Have you duly completed all the Returnable Bidding Forms? | |
| ▪ Form A: Bid Submission Form | <input checked="" type="checkbox"/> |
| ▪ Form B: Bidder Information Form | <input checked="" type="checkbox"/> |
| ▪ Form C: Joint Venture/Consortium/ Association Information Form | <input checked="" type="checkbox"/> |
| ▪ Form D: Qualification Form | <input checked="" type="checkbox"/> |
| ▪ Form E: Format of Technical Bid/Bill of Quantities | <input checked="" type="checkbox"/> |
| ▪ Form G: Form for Advanced Payment Guarantee | <input checked="" type="checkbox"/> |
| ▪ Form H: Form for Performance Security | <input checked="" type="checkbox"/> |
| Have you provided the required documents to establish compliance with the evaluation criteria in Section 4? | <input type="checkbox"/> |

Price Schedule:

| | |
|-------------------------------|-------------------------------------|
| ▪ Form F: Price Schedule Form | <input checked="" type="checkbox"/> |
| ▪ BOQ | <input checked="" type="checkbox"/> |

Form A: Bid Submission Form

| | | | |
|-----------------|----------------------------------|-------|--|
| Name of Bidder: | [Insert Name of Bidder] | Date: | |
| ITB reference: | 451-2020-UNDP-UKR-ITB-RPP | | |

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

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

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

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

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

| | |
|--|---|
| Legal name of Bidder | [Complete] |
| Legal address | [Complete] |
| Year of registration | [Complete] |
| Bidder's Authorized Representative Information | Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete] |
| Are you a UNGM registered vendor? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number] |
| Are you a UNDP vendor? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number] |
| Countries of operation | [Complete] |
| No. of full-time employees | [Complete] |
| Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate): | [Complete] |
| Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate): | [Complete] |
| Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy) | [Complete] |
| Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues | [Complete] |
| Is your company a member of the UN Global Compact | [Complete] |
| Contact person that UNDP may contact for requests for clarifications during Bid evaluation | Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete] |
| Please attach the following documents: | <ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder |

| | |
|--|--|
| | <ul style="list-style-type: none"> ▪ Trade name registration papers, if applicable ▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ▪ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures ▪ Copy of licenses to perform construction works: <ul style="list-style-type: none"> - valid license to perform activities related to the creation of architectural objects; - Certified copy of the License for provision of services and installation works for fire protection systems ▪ Certified copies of financial documents confirming the minimum annual turnover for any 2 years in the period from 2016 to 2019: USD 500,000.00 ▪ Completed List of Works and Materials to this Terms of Reference ▪ Estimate documentation developed in the cost management software for construction projects (such as AVK, IVK, Presto, Bauwise, BOEMax or analog thereof) ▪ At least 2 letters of recommendation from previous customers, reflecting the nature of the implemented projects, their results and the role of the applicant ▪ Financial proposal ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country |
|--|--|

Form C: Joint Venture/Consortium/Association Information Form

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

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

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

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

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

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

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

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Form D: Eligibility and Qualification Form

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

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

History of Non- Performing Contracts

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

Current Liabilities

| # | Contract summary (type of work, volume) | % of work completed on the date of bid submission |
|---|---|---|
| | | |
| | | |
| | | |

Litigation History (including pending litigation)

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

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 5 years.

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

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

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

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

List of equipment available for works (sufficient to perform works on each site):

| No. | Name of equipment | Capacity | Condition (good/needs repair) | Own/rented |
|-----|-------------------|----------|-------------------------------|------------|
| | | | | |
| | | | | |
| | | | | |

Financial Standing

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

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

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

- 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 Bid

| | | | |
|-----------------|----------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | 451-2020-UNDP-UKR-ITB-RPP | | |

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

SECTION 1: Bidder's qualification, capacity and expertise

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

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

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

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

Work plan/Schedule:

| No. | Type of work | Span of time after the contract's date required to incept work | Duration of works |
|-----|--------------|--|-------------------|
| | | | |
| | | | |
| | | | |

- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

| Other Related services and requirements (based on the information provided in Section 5b) | Compliance with requirements | | Details or comments on the related requirements |
|--|------------------------------|--|---|
| | Yes, we comply | No, we cannot comply (indicate discrepancies) | |
| Minimum annual turnover for any 2 years in the period from 2016 to 2019: USD 500,000.00 | | | |
| Delivery time | | | |
| Technical compliance with the Specification | | | |
| The quality of the materials shall be in conformity with the local standards | | | |

| | | | |
|---|--|--|--|
| (DSTU or GOST), in conjunction with ISO or international standards. | | | |
| Validity of Quotation (min. 90 days) | | | |
| Acceptance of payment terms | | | |
| All Provisions of the UNDP General Terms and Conditions. https://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html | | | |

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.

Available personnel to perform the work:

| No. | Name of Personnel | Position | Qualification | Work experience in years | Status (permanent /temporary) |
|-----|-------------------|----------|---------------|--------------------------|-------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |

- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

- **Manager (Team Leader)** responsible for coordination of work with UNDP - to act as an overall team leader and a construction site manager with a minimum of 5 years of experience in the field of construction, reconstruction and/or installation works.
- **Chief Engineer** (University Graduate Civil Engineer/ Architect) to act as an overall team leader and a construction site manager with a minimum of 5 years of experience in the field of construction, reconstruction and/or installation works.

Format for CV of Proposed Key Personnel

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

| | |
|--|--------------------------|
| | Reference 1: [Insert] |
| | Reference 2: [Insert] |

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

Signature of Personnel

Date (Day/Month/Year)

FORM F: Price Schedule Form

| | | | |
|-----------------|----------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | 451-2020-UNDP-UKR-ITB-RPP | | |

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

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

Currency of the Bid: [Insert Currency]

Price Schedule

A. Cost Breakdown per Deliverable Items

| Construction works | |
|--|------------------------------------|
| Item Description | TOTAL (UAH/USD): Without VAT |
| Overhaul of the administrative building of Stanychno-Luhanska village council located at the address: Tsentralna Street, 52 in the village of Stanytsia Luhanska | |

B. Cost Breakdown by Cost Component:

The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed for additional set of goods and/or related services.

Please refer to Annex I (Excel form).

Completion of Annex I is mandatory!

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

FORM G: Form for Advanced Payment Guarantee⁴

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

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of UNDP]

Date: _____ ++++++

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Company] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of ITB requirements] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])⁵ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the __ day of _____, 2__, 20__ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

[insert: address and email address]

⁴ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

⁵ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

FORM H: FORM FOR PERFORMANCE SECURITY

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

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

WHEREAS *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. dated, to deliver the goods and execute related services (hereinafter called "the Contract"):

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address