



REQUEST FOR QUOTATION (RFQ) (Civil works)

To: All interested and qualified vendor	DATE: July 22, 2020
	REFERENCE: ETH1603

Dear Sir / Madam:

We kindly request you to submit your quotation for **Provision and Fixing of Taurpulin at the Exhibition Centre**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations shall be submitted on or before **August 7, 2020** via ☒ **e-mail** (procurement.et@undp.org) **secure email address only. Bids received in any other email address shall not be considered.**

Quotations submitted by email must be limited to a maximum of 8MB, virus-free and no more than [indicate number] email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s: *[check the condition that applies to this RFQ, delete the entire row if the condition is not applicable to the goods being procured]*

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	N/A
Customs clearance, if needed, shall be done by:	N/A
Exact Address/es of Delivery Location/s (identify all, if multiple)	Exhibition Centre Addis Ababa
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents <i>(if using freight forwarder)</i>	N/A

Latest Expected Delivery Date and Time <i>(if the delivery time exceeds this, the quote may be rejected by UNDP)</i>	15 working days from the issuance of the purchaser order (PO).
Delivery Schedule	<input checked="" type="checkbox"/> Required The bidder shall complete the construction works (renovation) based on the construction timeline that will be discussed with the successful bidder during the pre-award meeting.
Packing Requirements	N/A
Mode of Transport	<input type="checkbox"/> AIR <input checked="" type="checkbox"/> LAND
	<input type="checkbox"/> SEA <input type="checkbox"/> OTHER <i>[pls. specify]</i>
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency: Ethiopian Birr
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Defect Liability Guarantee for 6 months <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair
Manner of Disseminating Supplementary information to the RFQ and Responses and or Clarification to queries	<input checked="" type="checkbox"/> Direct communication to prospective Bidder via Email (info.procurementet@undp.org) & posting to the relevant websites; Note: The email correspondence must have an RFQ reference number in the subject line of the email.
Deadline for the Submission of Quotation	<input checked="" type="checkbox"/> Date and Time of Submission: August 07, 2020, @ 00.00 Midnight; EAST <input checked="" type="checkbox"/> Time Zone: (UTC +03:00) Addis Ababa/Nairobi Time <input checked="" type="checkbox"/> Please schedule your time to submit the bids on or before the deadline as indicated in the RFQ, the submission after the deadline shall not be accepted.
Manner of Submitting Bid	Electronic Submission through a secured email ONLY. Hardcopy submission will be rejected.
All documentations, including catalogs, instructions, and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Conditions and Procedures for Electronic Submission	<input checked="" type="checkbox"/> Official Address for E-submission: Secured Email: procurement.et@undp.org <input checked="" type="checkbox"/> Format: PDF, Word, JPG files only <input checked="" type="checkbox"/> Max. File Size per transmission: [8 MB] <input checked="" type="checkbox"/> Max. No. of transmission: [three] <input checked="" type="checkbox"/> No. of copies to be transmitted: [one] <input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission. <input checked="" type="checkbox"/> Time Zone to be Recognized: East Afrivan standards time
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;

	<input checked="" type="checkbox"/> Latest Business Registration Certificate (construction/civil works Business License); <input checked="" type="checkbox"/> Successful completion of at least two (2) similar contracts in the last 3 years with the evidence of Job Completion Certificate, Work Order or Contract/Purchase order from a reputable authority (i.e. INGOs, UNDP, and other Government Agencies); <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted (Companies must quote on all lines times as indicated in the BoQ. Bidders shall not delete or add additional line items in the BoQ or their bids shall not be considered)
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of works and acceptance of services by UDNP;
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed: 0.3 % of contract (PO) price per day for the delay, up to a maximum of 10% of the final price f the contract (PO_ price. Next course of action, thereafter, the contract may be terminated.
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price The comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Civil Works Contract (Annex – 3 civil works contract template)
Contract General Terms and Conditions	<input checked="" type="checkbox"/> General Conditions of Contract for Civil Works Applicable Terms and Conditions are available at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 10 working days
Conditions for Release of Payment	100 % after completion of the contract in accordance with contract terms and conditions.

Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions & Model Contract For Works (Annex 3) http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html 7Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
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Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP indicated above - <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Note: Site visit is allowed from the bid publishing date to August 03 2020

Date and Time: Monday to Friday (9:00 am – 12:00 am)

For any claifications please send your email to

info.procurementet@undp.org

Sincerely yours,



Endrias Getachew
Deputy Resident Representative (a.i.)
22nd July 2020

Annex 1- Technical Specifications (Scope of Works)**Block A**

Description	Unit	Quantity	Rate	Amount
Clean and Maintain the existing roof cover plastic sheet or tarpaulin.Price shall include all the necessary accessories.	m ²	373.61		
40cm*15cm Concrete Curbstone. Dig 15cm wide with 15cm deep to cast the curbstone. Price shall include lean concrete, formwork and all necessary accessories	ml	70.04		
Provide and fix white 90g pvc coated tarpaulin or pvc tarpaulin/plastic cover material for sides of the blocks as per the detail drawing. Price shall include cutting, fixing and tap it with the columns to avoid water linkage.	m ²	505.58		
Sub Total for Block A				

Block B

Description	Unit	Quantity	Rate	Amount
Clean and Maintain the existing roof cover plastic sheet or tarpaulin.Price shall include all the necessary accessories.	m ²	368.30		
40cm*15cm Concrete Curbstone. Dig 15cm wide with 15cm deep to cast the curbstone. Price shall include lean concrete, formwork and all necessary accessories	ml	69.57		

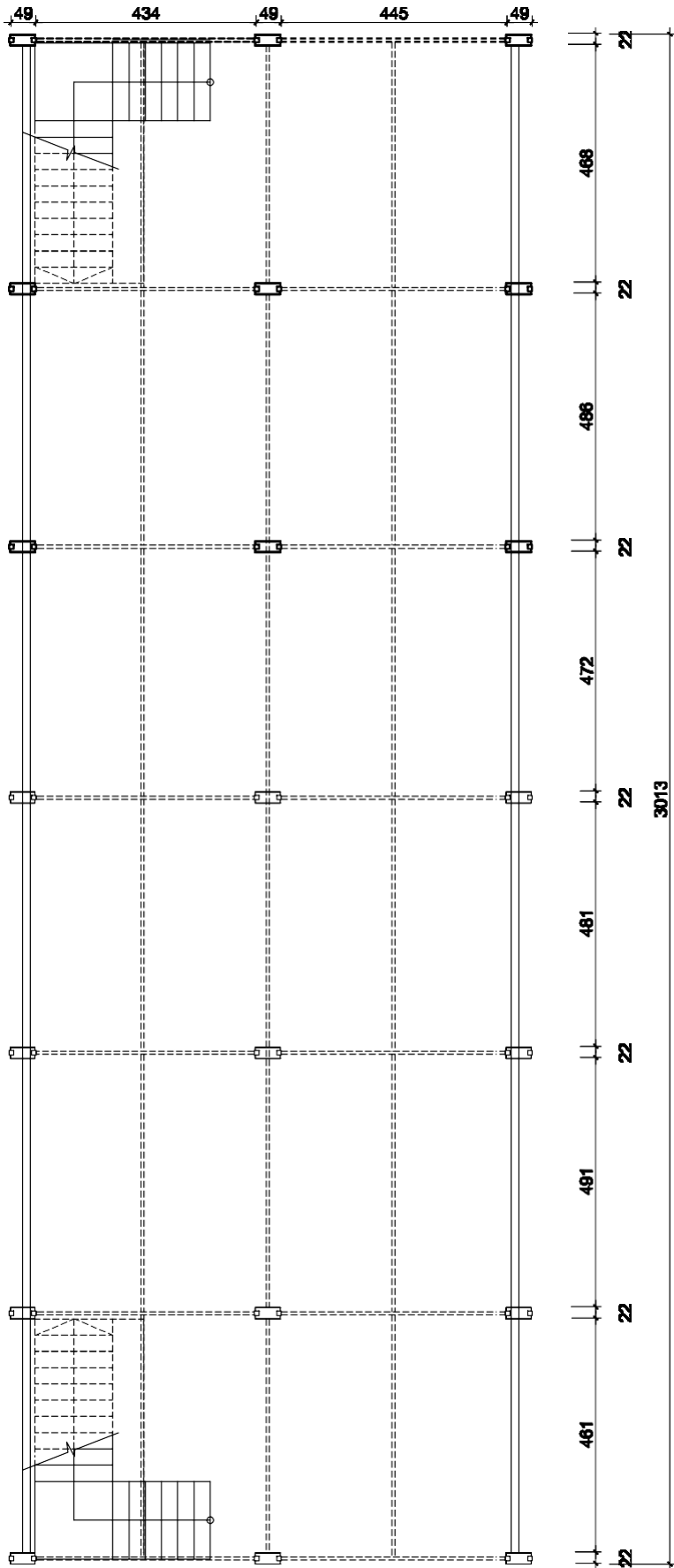
Provide and fix white 90g pvc coated tarpaulin or pvc tarpaulin/plastic cover material for sides of the blocks as per the detail drawing. Price shall include cutting, fixing and tap it with the columns to avoid water linkage.	m ²	501.79		
Sub Total for Block B				

Block C				
Description	Unit	Quantity	Rate	Amount
Clean and Maintain the existing roof cover plastic sheet or tarpaulin. Price shall include all the necessary accessories.	m ²	684.26		
40cm*15cm Concrete Curbstone. Dig 15cm wide with 15cm deep to cast the curbstone. Price shall include lean concrete, formwork and all necessary accessories	ml	95.62		
Provide and fix white 90g pvc coated tarpaulin or pvc tarpaulin/plastic cover material for sides of the blocks as per the detail drawing. Price shall include cutting, fixing and tap it with the columns to avoid water linkage.	m ²	727.77		
Sub Total for Block C				

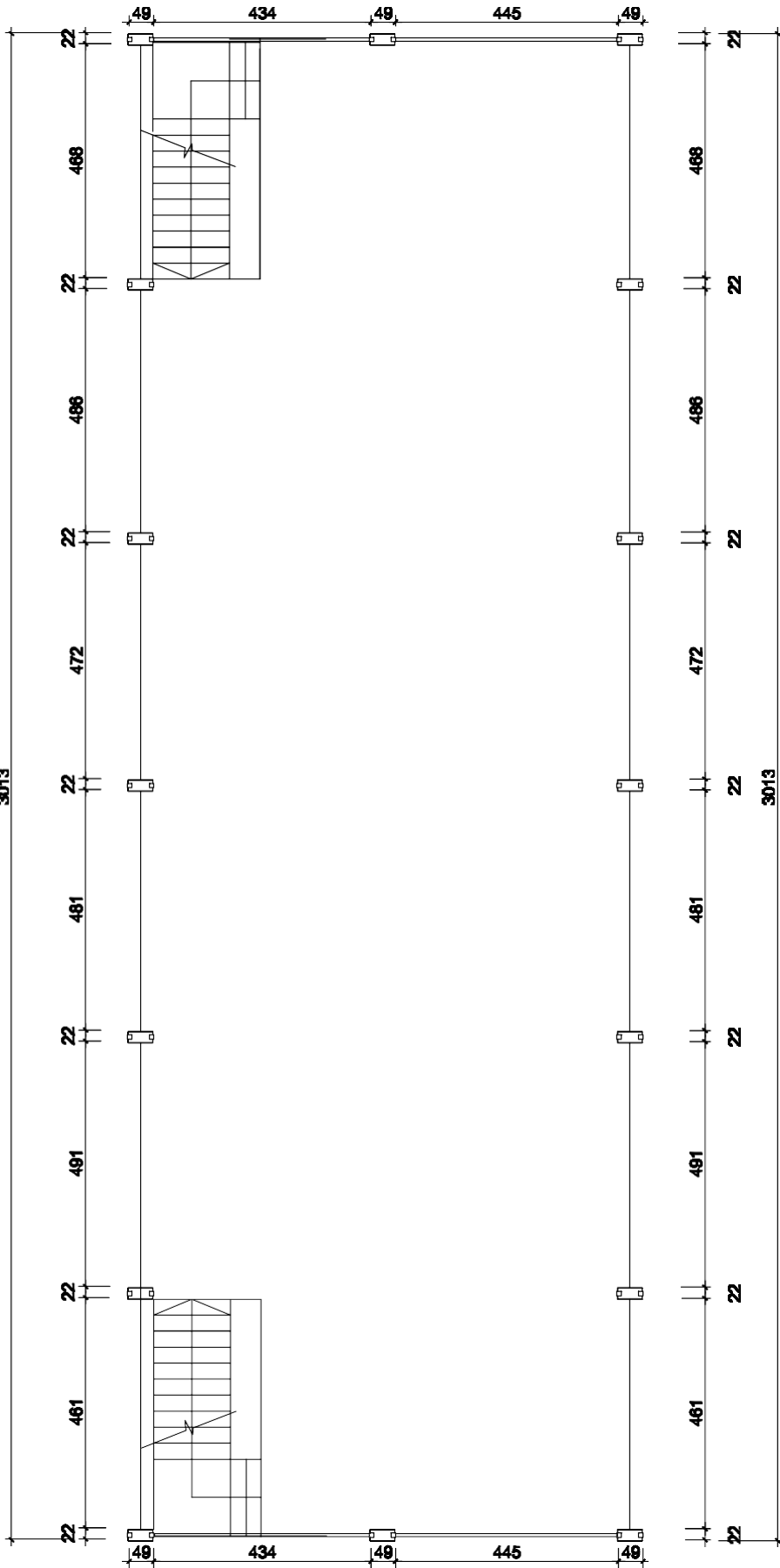
Endrias Getachew
Deputy Resident Representative (a.i).
 July 22, 2020

As - Built Drawings

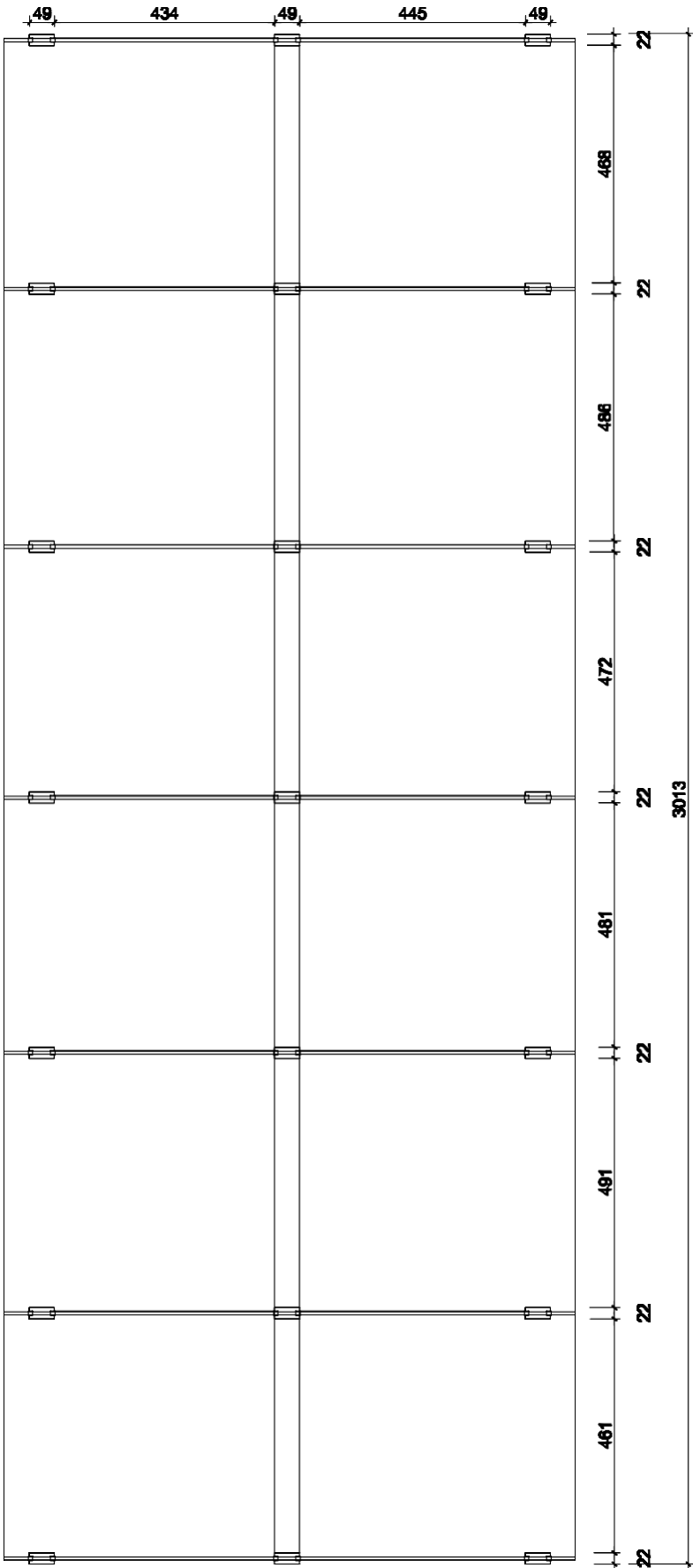
Block -A



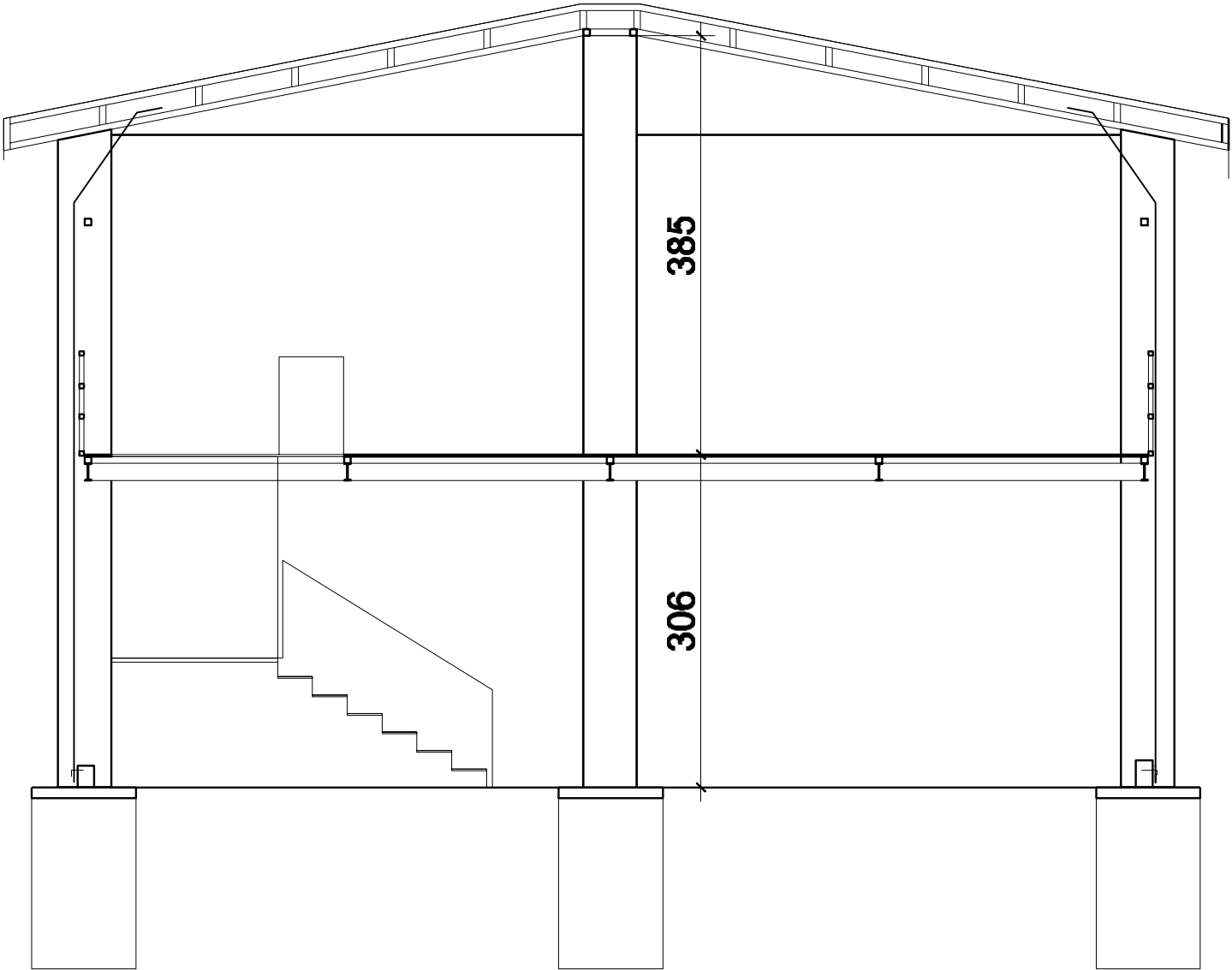
GROUND FLOOR PLAN



FIRST FLOOR PLAN

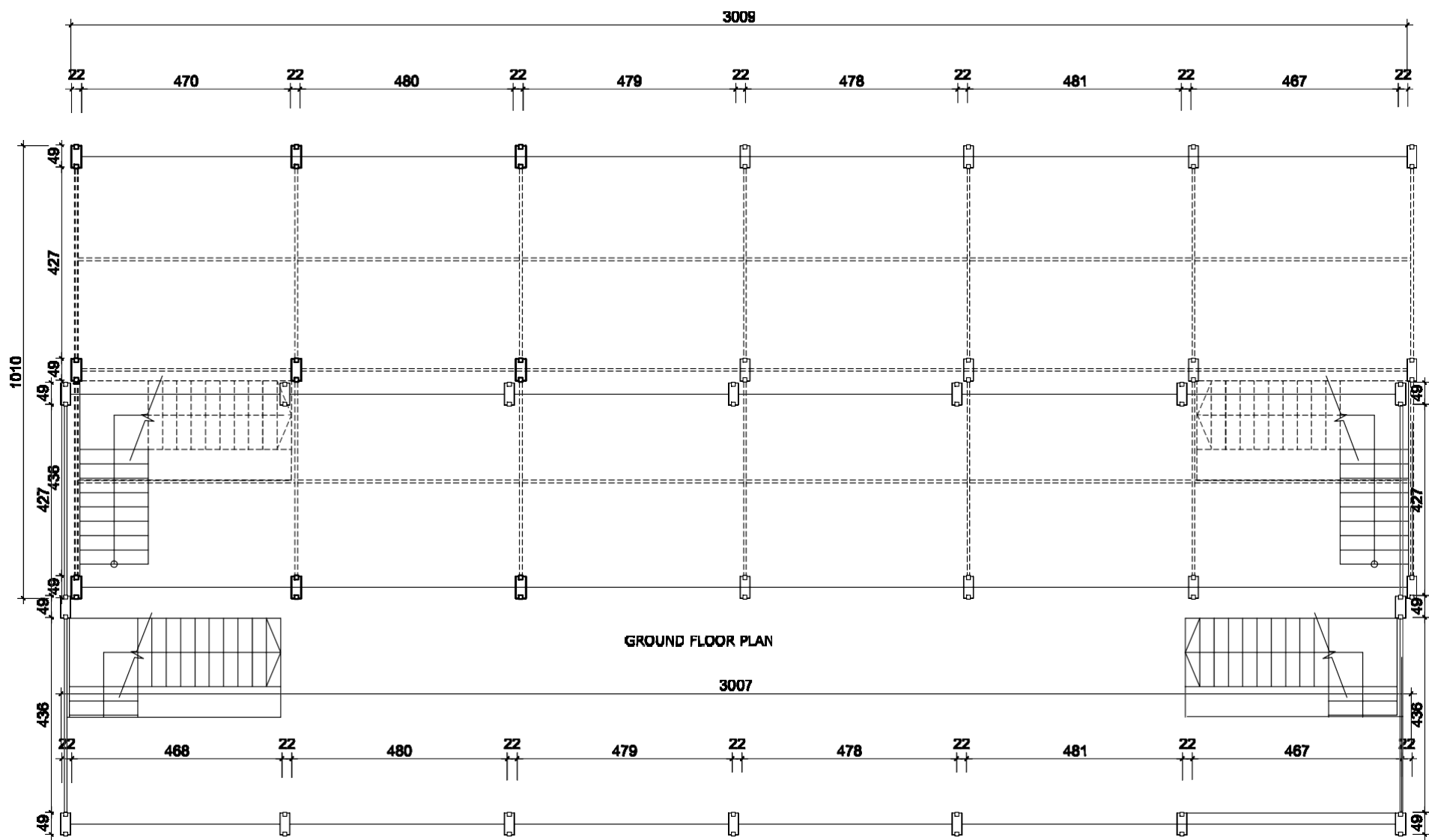


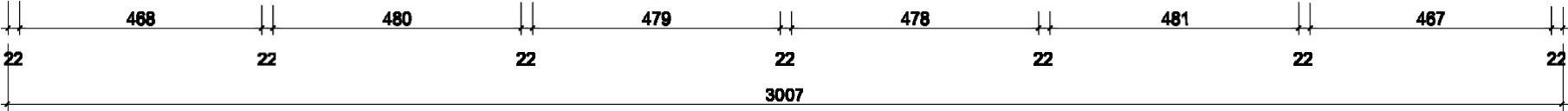
ROOF PLAN



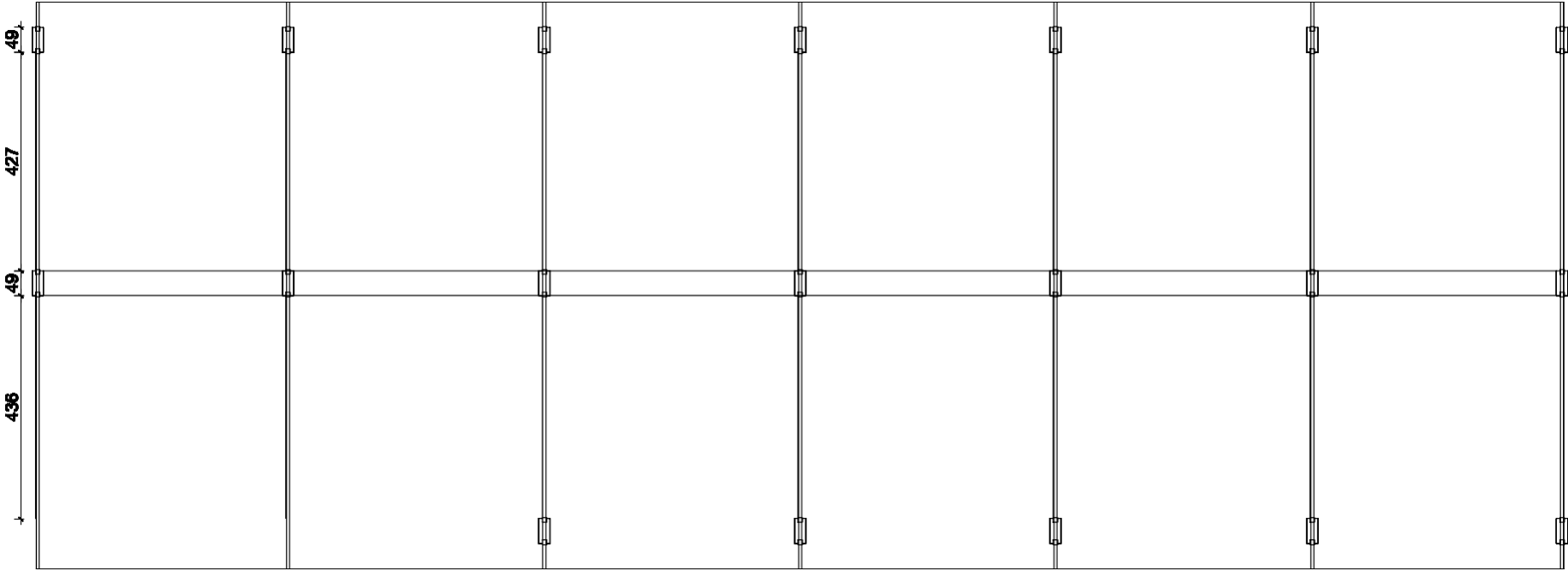
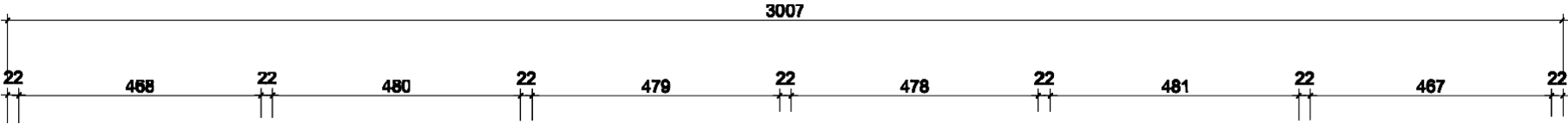
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SECTION

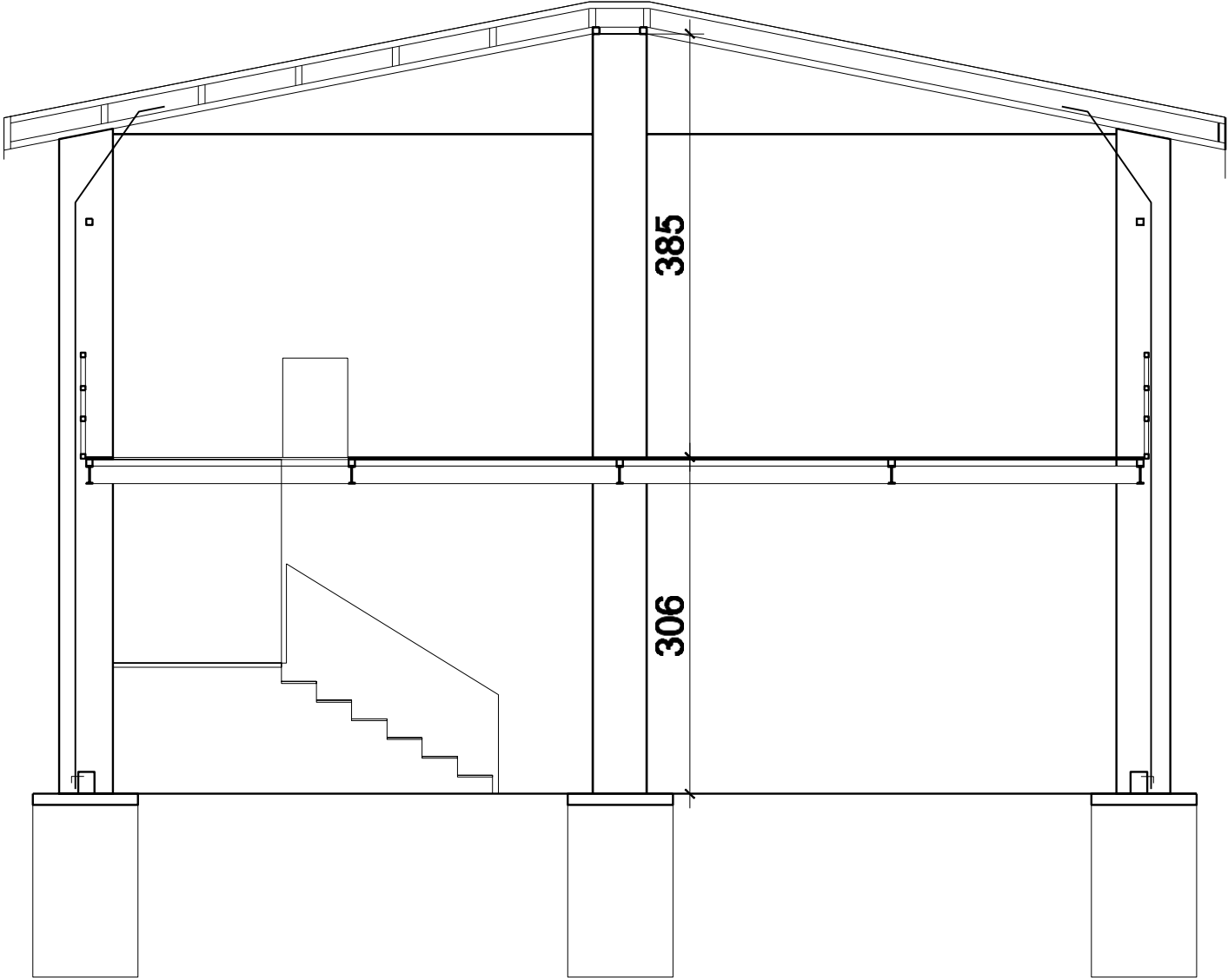




FIRST FLOOR PLAN

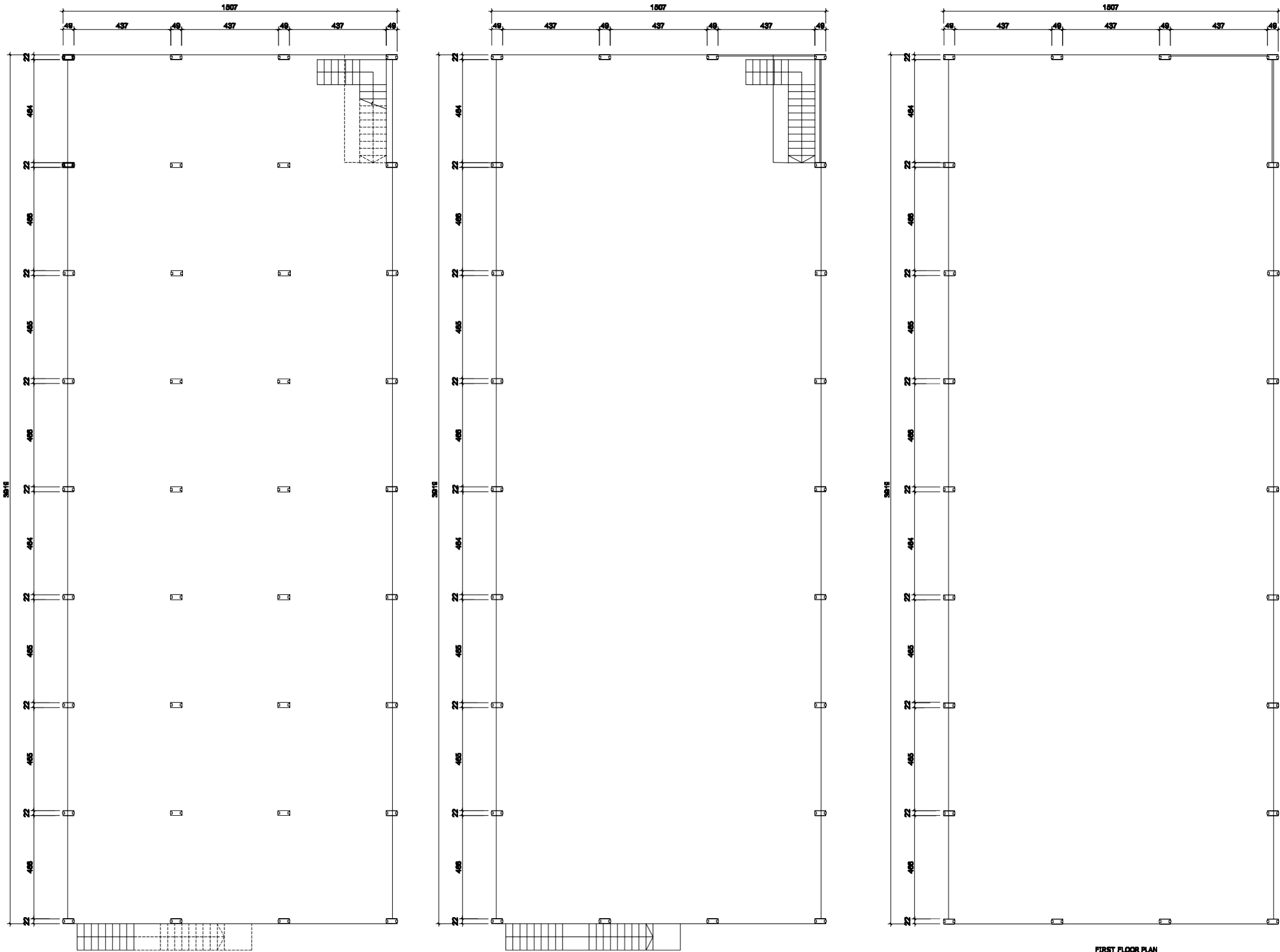


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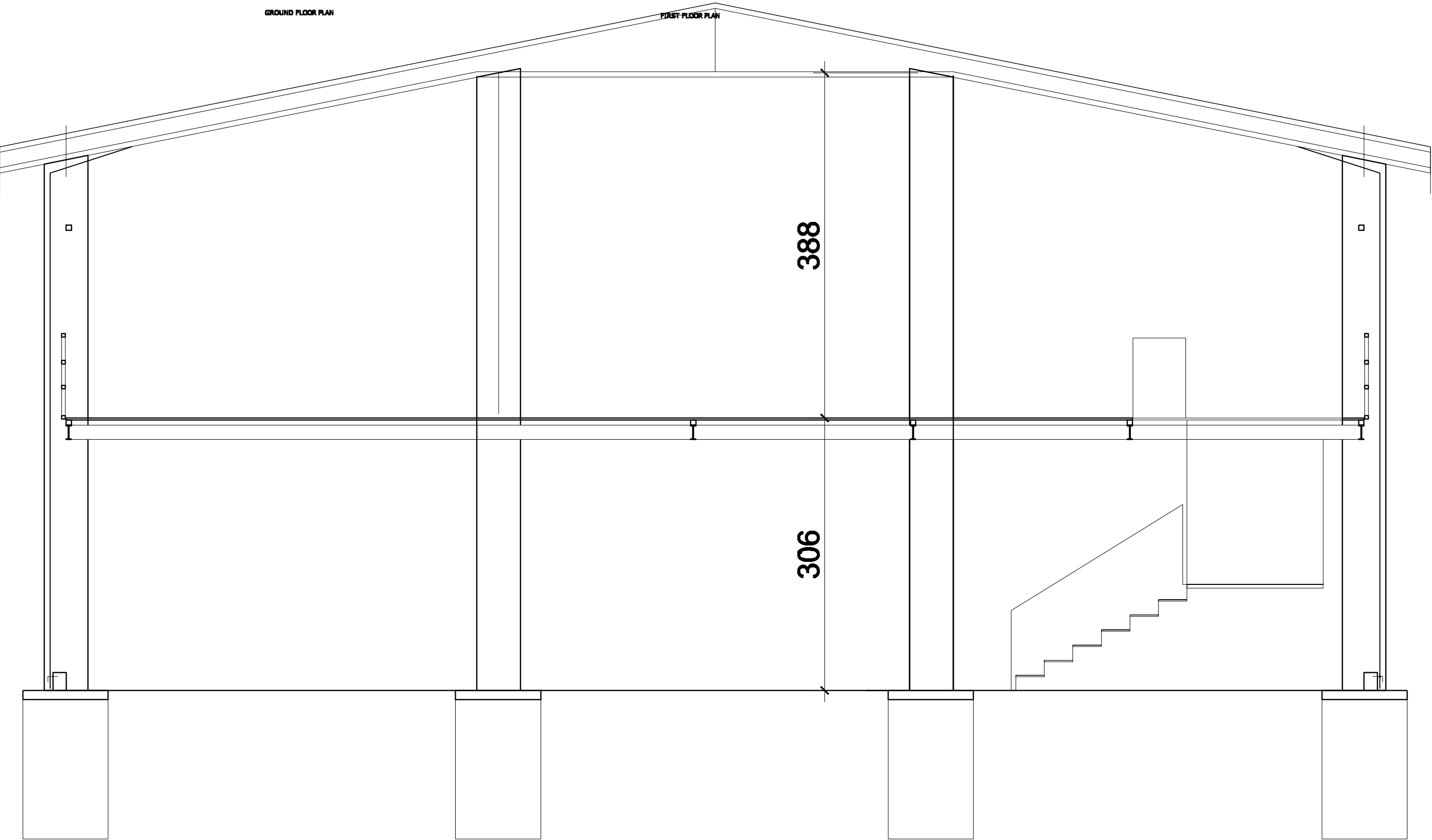


SECTION

Block -3



FIRST FLOOR PLAN



Annex 2**FORM FOR SUBMITTING SUPPLIER'S QUOTATION***(This Form must be submitted only using the Supplier's Official Letterhead/Stationer)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to complete the civil works in conformity with the specification and requirements of UNDP as per RFQ Reference No. ETH1231

TABLE 1: Offer to Supply Goods Compliant with Technical Specifications and Requirements

Please refer to BoQ in excel format – the companies must submit 1) copy of the BoQ in PDF copy fully signed and authorized and one copy in Excel file. In case there is a difference between excel and PDF version, the unit cost in PDF version shall prevail.

TABLE 3: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Confirmation that the works will carry out line with specification outlined in Annex - 1			
Completion timeline 25 days			
Validity of Quotation 120 Days			
Defect Liability Warranty (6 months)			
All Provisions of the UNDP General Terms and Conditions			

All other information that we have not provided automatically implies our full compliance with the requirements, terms, and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]

[Designation]

[Date]



Annex – 3 Model Contract For Works & General Conditions of Contract for Civil Works

General Conditions of Contract for Civil Works

MODEL CONTRACT FOR WORKS

Date _____

Dear Sir/Madam,

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

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

1.Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, _____ [INSERT REVISION NUMBER AND DATE FROM THE CONTRACTS DOCUMENTS LIBRARY], attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;
 - b) the Technical Specifications and Drawings [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Tender _____ [IF THE CONTRACT IS ON THE BASIS OF UNIT PRICE, INSERT: including the Priced Bill of Quantities] [ref....., dated], as clarified by

the agreed minutes of the negotiation meeting¹ [dated.....], not attached hereto but known to and in the possession of both parties.

- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

[INSERT NAME AND ADDRESS OF THE CONTRACTOR]

2. **Obligations of the Contractor**

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

3. **Price and Payment**

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

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>DATE</u>
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Upon signature of

¹ If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Technical Specifications/Drawings, as appropriate.

Contract/./....
....././....

Upon substantial completion of Works/./....
Upon final completion of Works/./....

4. **Special conditions**

4.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee ²for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.³

4.2 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE OF TOTAL CONTRACT PRICE THAT THE ADVANCE REPRESENTS]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.⁴ Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the bank guarantee referred to in 4.1 above.

4.3 The Performance **[SELECT BOND/GUARANTEE]** referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of _____ **[INSERT - PERCENTAGE OF THE TOTAL]**

ESTIMATED OR FIXED PRICE OF THE CONTRACT IN THE CASE OF A GUARANTEE AND 30% IN THE CASE OF A BOND].⁵

4.4 ***[THE USE OF THIS CLAUSE REQUIRES APPROVAL BY THE PROJECT DIRECTOR/UNDP PROGRAMME OFFICER]*** The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Engineer.

² If the legislation of the Country of the Contractor forbids the use of bank guarantees, a bond may be accepted.

³ This clause must be used when an advance payment of \$50,000 or more is granted to the Consultant..

⁴ This clause must be used when an advance payment is granted (whatever the amount) in a cost reimbursement contract.

⁵ The reason for the distinction between a 10% bank guarantee and a 30% performance bond is that bank guarantees are generally unconditional and can be called directly without proof of nonperformance, whereas most performance bonds are conditional and require some proof of nonperformance. There are usually additional costs and time delays incurred with cashing a performance bond and so a higher percentage is requested to cover the extra work involved. Some banks outside of the U.S. may call certain guarantee instruments, "performance bonds or guarantees" although they may only be conditional guarantees. It is important to review the text of the instrument to determine whether it is a conditional or unconditional guarantee.

4.5 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of.....**[CONSULT THE ENGINEER FOR APPROPRIATE AMOUNT]**.

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

5. Submission of invoices

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

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

6. Time and manner of payment

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

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

_____ **[NAME OF THE BANK]**
_____ **[ACCOUNT NUMBER]**
_____ **[ADDRESS OF THE BANK]**

7. Modifications

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

8. Notifications

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

For the UNDP:

_____ **[INSERT NAME OF RR OR DIVISION CHIEF]**

Chief

United Nations Development Programme

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

Telex: _____

Fax: _____

Cable: _____

For the Contractor:

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

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

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

OR

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

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

Yours sincerely,

[INSERT NAME OF RR or Bureau/Division Director]

For [Insert name of the company/organization]

Agreed and Accepted:

Signature _____

Name _____

Title _____

Date _____

ANNEX I

**UNDP GENERAL CONDITIONS
OF CONTRACT FOR WORKS**

https://procurement-notice.undp.org/view_file.cfm?doc_id=193707