INVITATION TO BID

Construction of a surface water intake pumping station and a groundwater water intake gallery in Krtsanisi Forest Park, Kvemo Kartli Region, Georgia for UNDP-GEF KURA II project

UNDPIRH-202007-ITB-13 Construction of a surface water intake pumping station and a groundwater water intake gallery in Krtsanisi Forest Park, Kvemo Kartli Region, Georgia for UNDP-GEF KURA II project

Project: UNDP GEF Kura Project “Advancing Integrated Water Resource Management (IWRM) across the Kura river basin through implementation of the transboundary agreed actions and national plans”

Country: Georgia
# Contents

**SECTION 1. LETTER OF INVITATION** ......................................................................................................................... 4

**SECTION 2. INSTRUCTION TO BIDDERS** .................................................................................................................. 5

**GENERAL PROVISIONS** ............................................................................................................................................. 5

1. Introduction .......................................................................................................................................................... 5
2. Fraud & Corruption, Gifts and Hospitality ............................................................................................................ 5
3. Eligibility ............................................................................................................................................................ 5
4. Conflict of Interests ........................................................................................................................................... 6

**PREPARATION OF BIDS** ......................................................................................................................................... 6

5. General Considerations ....................................................................................................................................... 6
6. Cost of Preparation of Bid .................................................................................................................................. 7
7. Language .......................................................................................................................................................... 7
8. Documents Comprising the Bid .......................................................................................................................... 7
9. Documents Establishing the Eligibility and Qualifications of the Bidder ......................................................... 7
10. Technical Bid Format and Content .................................................................................................................. 7
11. Price Schedule ................................................................................................................................................ 7
12. Bid Security .................................................................................................................................................... 7
13. Currencies ....................................................................................................................................................... 8
14. Joint Venture, Consortium or Association ......................................................................................................... 8
15. Only One Bid .................................................................................................................................................. 9
16. Bid Validity Period ........................................................................................................................................ 9
17. Extension of Bid Validity Period ........................................................................................................................ 10
18. Clarification of Bid (from the Bidders) ............................................................................................................... 10
19. Amendment of Bids ....................................................................................................................................... 10
20. Alternative Bids ............................................................................................................................................. 10
21. Pre-Bid Conference ....................................................................................................................................... 10

**SUBMISSION AND OPENING OF BIDS** .................................................................................................................. 10

22. Submission .................................................................................................................................................... 11
23. Hard copy (manual) submission ........................................................................................................................ 11
24. Email and eTendering submissions ................................................................................................................ 11
25. Deadline for Submission of Bids and Late Bids ............................................................................................. 11
26. Withdrawal, Substitution, and Modification of Bids ....................................................................................... 12
27. Bid Opening .................................................................................................................................................. 12

**EVALUATION OF BIDS** ........................................................................................................................................... 12

28. Confidentiality ............................................................................................................................................... 12
29. Evaluation of Bids ....................................................................................................................................... 12
30. Preliminary Examination ................................................................................................................................ 13
31. Evaluation of Eligibility and Qualification ...................................................................................................... 13
32. Evaluation of Technical Bid and prices ........................................................................................................... 13
33. Due diligence ................................................................................................................................................ 13
34. Clarification of Bids ..................................................................................................................................... 14
35. Responsiveness of Bid .................................................................................................................................. 14
36. Nonconformities, Reparable Errors and Omissions ........................................................................................ 14

**AWARD OF CONTRACT** ........................................................................................................................................ 15

37. Right to Accept, Reject, Any or All Bids ........................................................................................................ 15
36. Award Criteria ................................................................. 15
37. Debriefing ......................................................................... 15
38. Right to Vary Requirements at the Time of Award .......................... 15
39. Contract Signature .............................................................. 15
40. Contract Type and General Terms and Conditions ............................ 15
41. Performance Security ............................................................ 15
42. Bank Guarantee for Advanced Payment .......................................... 15
43. Liquidated Damages .................................................................. 16
44. Payment Provisions ................................................................. 16
45. Vendor Protest .......................................................................... 16
46. Other Provisions ....................................................................... 16

SECTION 3. BID DATA SHEET .......................................................................................... 17
SECTION 4. EVALUATION CRITERIA ........................................................................... 22
SECTION 5: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS ........ 25
  Annex 1 Technical Specifications .............................................................................. 25
  Annex 1.1 the design drawings for the Intake Pump station to fill the Oxbow lakes (Figures 1.1.1-1.1.15) ......................................................... 32
SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST ........................................... 1
  Form A: Bid Submission Form ...................................................................................... 2
  Form B: Bidder Information Form .................................................................................. 4
  Form C: Joint Venture/Consortium/Association Information Form .............................. 6
  Form D: Eligibility and Qualification Form ..................................................................... 7
  Form E: Format of Technical Bid ................................................................................... 9
  FORM F: Price Schedule Form ..................................................................................... 15
  FORM G: Form of Bid Security .................................................................................... 17
  FORM H: Bid Technical Compliance Sheet ................................................................... 18
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 (TOR) and Design (Annex 1) and BOQs (Annex 2)
- Section 6: Returnable Bidding Forms
  - Form A: Bid Submission Form
  - Form B: Bidder Information Form
  - Form C: Joint Venture/Consortium/Association Information Form
  - Form D: Qualification Form
  - Form E: Format of Technical Bid
  - Form F: Price Schedule (Annex 2. The Bill of Quantities (BOQs))
  - Form G: Form Bid Security
  - Form H: Bid Technical Compliance Sheet

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

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

### 1. Introduction
1.1 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](https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d)

1.2 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.

1.3 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.

1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ([www.ungm.org](http://www.ungm.org)). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.

### 2. Fraud & Corruption, Gifts and Hospitality
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](http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti)

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.

2.3 In pursuance of this policy, UNDP:
   (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;
   (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.

2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at [http://www.un.org/depts/ptd/pdf/conduct_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

### 3. Eligibility
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.

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.

### 4. Conflict of Interests

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:

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;

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

c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.

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.

4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:

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

b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.

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.

### PREPARATION OF BIDS

5. General Considerations

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.

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
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. <strong>Cost of Preparation of Bid</strong></td>
<td>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.</td>
</tr>
<tr>
<td>7. <strong>Language</strong></td>
<td>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.</td>
</tr>
</tbody>
</table>
| 8. **Documents Comprising the Bid** | 8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:  
   a) Documents Establishing the Eligibility and Qualifications of the Bidder;  
   b) Technical Bid;  
   c) Price Schedule;  
   d) Bid Security, if required by BDS;  
   e) Any attachments and/or appendices to the Bid. |
| 9. **Documents Establishing the Eligibility and Qualifications of the Bidder** | 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. |
| 10. **Technical Bid Format and Content** | 10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.  
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.  
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.  
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. |
| 11. **Price Schedule** | 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.  
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. |
| 12. **Bid Security** | 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.

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.

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.

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.

12.5 The may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:

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:
   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

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:

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

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 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.

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.

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.

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.

14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:

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.

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.

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.

15. Only One Bid

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.

15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:

a) they have at least one controlling partner, director or shareholder in common; or
b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
c) they have the same legal representative for purposes of this ITB; or
d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;
e) they are subcontractors to each other’s Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or 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

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.

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.
<table>
<thead>
<tr>
<th>17. Extension of Bid Validity Period</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>17.1</strong> In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</td>
</tr>
<tr>
<td><strong>17.2</strong> If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</td>
</tr>
<tr>
<td><strong>17.3</strong> The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>18. Clarification of Bid (from the Bidders)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>18.1</strong> 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.</td>
</tr>
<tr>
<td><strong>18.2</strong> UNDP will provide the responses to clarifications through the method specified in the BDS.</td>
</tr>
<tr>
<td><strong>18.3</strong> 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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>19. Amendment of Bids</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>19.1</strong> 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.</td>
</tr>
<tr>
<td><strong>19.2</strong> 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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>20. Alternative Bids</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>20.1</strong> 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.</td>
</tr>
<tr>
<td><strong>20.2</strong> If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid.”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>21. Pre-Bid Conference</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>21.1</strong> 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.</td>
</tr>
</tbody>
</table>
| 22. Submission | 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.  

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.  

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. |
| Hard copy (manual) submission | 22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:  

a) The signed Bid shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.  

b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:  

i. Bear the name of the Bidder;  

ii. Be addressed to UNDP as specified in the BDS; and  

iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS.  

If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid. |
| Email and eTendering submissions | 22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:  

a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;  

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.  

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:  

| 23. Deadline for Submission of Bids and Late Bids | 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  

23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids. |
| 24. Withdrawal, Substitution, and Modification of Bids | 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.  
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.”  
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.  
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. |
|---|---|
| 25. Bid Opening | 25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.  
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 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.  
25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened. |
| 26. Confidentiality | 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.  
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. |
| 27. Evaluation of Bids | 27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.  
27.2 Evaluation of Bids shall be undertaken in the following steps:  
   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 |
<table>
<thead>
<tr>
<th>28. Preliminary Examination</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>29. Evaluation of Eligibility and Qualification</td>
<td>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</td>
</tr>
<tr>
<td></td>
<td>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</td>
</tr>
<tr>
<td></td>
<td>f) 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;</td>
</tr>
<tr>
<td></td>
<td>g) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</td>
</tr>
<tr>
<td></td>
<td>h) 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;</td>
</tr>
<tr>
<td></td>
<td>i) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</td>
</tr>
<tr>
<td></td>
<td>j) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</td>
</tr>
<tr>
<td></td>
<td>k) They have a record of timely and satisfactory performance with their clients.</td>
</tr>
<tr>
<td>30. Evaluation of Technical Bid and prices</td>
<td>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.</td>
</tr>
<tr>
<td>31. Due diligence</td>
<td>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 fully documented and may include, but need not be limited to, all or any combination of the following:</td>
</tr>
<tr>
<td></td>
<td>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</td>
</tr>
<tr>
<td></td>
<td>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;</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
</tbody>
</table>
| **32. Clarification of Bids** | 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.  
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.  
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. |
| **33. Responsiveness of Bid** | 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.  
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. |
| **34. Nonconformities, Reparable Errors and Omissions** | 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.  
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.  
34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:  
a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;  
b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and |
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.

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

### 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](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](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**

42.1 Except when the interests of UNDP so require, it is UNDP’s standard practice to
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>for Advanced Payment</td>
<td>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 <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?source=UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?source=UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a></td>
</tr>
</tbody>
</table>

| 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 in the currency of the contract. |

| 45. Vendor Protest | 45.1 UNDP’s vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: [http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html](http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html) |

| 46. Other Provisions | 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. |
| | 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. |
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.

<table>
<thead>
<tr>
<th>BDS No.</th>
<th>Ref. to Section.2</th>
<th>Data</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7</td>
<td>Language of the Bid</td>
<td>English</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)</td>
<td>Not Allowed</td>
</tr>
<tr>
<td>3</td>
<td>20</td>
<td>Alternative Bids</td>
<td>Shall not be considered</td>
</tr>
<tr>
<td>4</td>
<td>21</td>
<td>Pre-Bid conference</td>
<td>Will not be conducted</td>
</tr>
<tr>
<td>5</td>
<td>16</td>
<td>Bid Validity Period</td>
<td>90 days starting from the submission deadline</td>
</tr>
<tr>
<td>6</td>
<td>12</td>
<td>Bid Security</td>
<td>Required in the amount of USD 5,000.00 (or equivalent in GEL according to UN rate)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Acceptable Forms of Bid Security</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bank Guarantee (See Section 6; Form G for template)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bid Securities will be returned to all bidders upon signature of contract with the successful Bidder.</td>
</tr>
<tr>
<td>7</td>
<td>42</td>
<td>Advanced Payment upon signing of contract</td>
<td>Not Allowed</td>
</tr>
<tr>
<td>8</td>
<td>43</td>
<td>Liquidated Damages</td>
<td>Will be imposed as follows:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Percentage of contract price per day of delay: 0.5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Max. number of days of delay 30, after which UNDP may terminate the contract.</td>
</tr>
<tr>
<td>9</td>
<td>40</td>
<td>Performance Security</td>
<td>The successful bidder will be asked to provide a performance security of 10% of the amount of the contract at the signing of the contract. This security</td>
</tr>
</tbody>
</table>

1 Available at the website: https://treasury.un.org/operationalrates/OperationalRates.php#E
must be provided no later than 15 days after the bidder receives the award letter by the UNDP. If the selected bidder fails to provide such a security within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.

The Performance Security must be issued by an accredited bank, in the format included in Appendix I to UNDP General Conditions of Contract for Civil Works and must be valid up to twenty-eight days after issuance of the Certificate of Final Completion. The Performance Security will only be released upon the issuance of Certificate of Final Completion in accordance with the Clause 10 of the UNDP General Conditions of Contract for Civil Works.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Currency of Bid</th>
<th>United States Dollar (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>13</td>
<td>Deadline for submitting requests for clarifications/questions</td>
<td>10 days before the submission deadline</td>
</tr>
<tr>
<td>11</td>
<td>32</td>
<td>Contact Details for submitting clarifications/questions</td>
<td>Focal Person in UNDP: Procurement IRH E-mail address: <a href="mailto:procurement.irh@undp.org">procurement.irh@undp.org</a></td>
</tr>
<tr>
<td>12</td>
<td>32</td>
<td>Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries</td>
<td>Posted directly to eTendering</td>
</tr>
<tr>
<td>13</td>
<td>18, 19 and 21</td>
<td>Deadline for Submission</td>
<td>14.08.2020 For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</td>
</tr>
<tr>
<td>15</td>
<td>22</td>
<td>Allowable Manner of Submitting Bids</td>
<td>e-Tendering</td>
</tr>
</tbody>
</table>
Bid Submission Address

Proposals must be submitted on or before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online eTendering system in the following link: https://etendering.partneragencies.org using your username and password. If you have not registered in the system before, you can register now by logging in using **username: event.guest**  
**password: why2change**  
and follow the registration steps as specified in the system user guide.

Event ID: 0000006644

Electronic submission (eTendering) requirements

Please note that when uploading files, the following restrictions and specifications must be followed:

- File name can only contain 60 characters.
- File name and description cannot contain special characters and letters from other alphabets. It should only contain letters from the English alphabet.
- If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded cannot exceed 50MB.
- Please read the solicitation documents of the event carefully to ensure that you are meeting the event requirements for document submission. There may be restrictions on the size and format of the uploaded files.

Date, time and venue for the opening of bid

In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.

Evaluation Method for the Award of Contract

Lowest priced technically responsive, eligible and qualified bid.

Expected date for commencement of Contract

August 30, 2020
<table>
<thead>
<tr>
<th>21</th>
<th>Maximum expected duration of contract</th>
<th>(4) months</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>UNDP will award the contract to:</td>
<td>One Bidder Only</td>
</tr>
<tr>
<td>23</td>
<td>Type of Contract</td>
<td>Contract for Civil Works</td>
</tr>
<tr>
<td>24</td>
<td>UNDP Contract Terms and Conditions that will apply</td>
<td>UNDP General Terms and Conditions for Works</td>
</tr>
<tr>
<td>25</td>
<td>Payment Provisions</td>
<td><strong>Pricing Structure:</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The contract is fixed-lump sum price, and The price 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.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Payment Terms:</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Contractor shall submit invoices for the completed works, payment conditions are indicated in detail in Form F Price Schedule Form.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Invoices will be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Currency of Payment:</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>If the Contractor is registered and operating in Georgia, the payment shall be realized in Georgian Lari (GEL). Contract price will be converted from United States Dollar (USD) to Georgian Lari (GEL) by the UN operational rate of exchange² valid on the date of money transfer. Otherwise, the payments shall be affected in United States Dollar.</td>
</tr>
<tr>
<td>26</td>
<td>Taxation</td>
<td>UN and its subsidiary organs are exempt from all taxes. Therefore, bidders shall prepare their Bids excluding Value Added Tax (VAT). It is the Bidder’s responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT Law, Ministry of Finance’s General Communiqués. The Contractor to be selected shall not be entitled to receive any amount</td>
</tr>
</tbody>
</table>

² Available at the website: [https://treasury.un.org/operationalrates/OperationalRates.php#E](https://treasury.un.org/operationalrates/OperationalRates.php#E)
over its Bid price in relation to VAT, Special Consumption Tax and any other applicable taxes.

| 27 | Other Information Related to the ITB | Terms of Reference and the design drawings (Annex 1) for the surface water intake pumping station and a groundwater water intake gallery in Krtsanisi Forest Park, Kvemo Kartli Region, Georgia for UNDP-GEF KURA II project, and Financial Proposal Form (The Bill of Quantities for the components of the required system) (Annex 2) |
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
- Bid Submission Forms duly signed and stamped
- Power of Attorney, where applicable
- Minimum Bid documents, as provided in section 6 of this ITB, page 23
- Bid Security 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.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Criteria</th>
<th>Document Submission requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELIGIBILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Status</td>
<td>Vendor is a legally registered entity.</td>
<td>Form B: Bidder Information Form</td>
</tr>
<tr>
<td>Eligibility</td>
<td>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.</td>
<td>Form A: Bid Submission Form</td>
</tr>
<tr>
<td>Conflict of Interest</td>
<td>No conflicts of interest in accordance with ITB clause 4.</td>
<td>Form A: Bid Submission Form</td>
</tr>
<tr>
<td>Bankruptcy</td>
<td>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.</td>
<td>Form A: Bid Submission Form</td>
</tr>
<tr>
<td>Certificates and Licenses</td>
<td>☒ Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; ☒ Quality Certificates (ISO, etc.); ☒ Latest Business Registration Certificate; ☒ Latest Internal Revenue Certificate / Tax Clearance; ☒ Manufacturer’s Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); ☒ Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer);</td>
<td>Form B: Bidder Information Form</td>
</tr>
</tbody>
</table>
Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied;
- Type and technical specification sheet for the proposed water pump station
- The technical specification for the proposed water distribution network (Pipes, Valves, pipe connectors)
- Experience of Technical staff assigned to this project
- The type and technical specifications of the proposed pump stations meet the requirements in the TOR in annex (1)
- Warranty period and after sales services on the proposed pump stations and the water distribution network components (pipes, connectors, valves)
- Comments due to materials: The proposed pump station, the polyethylene pipes, the valves, the pipe connectors, should be ISO certificated products.

<table>
<thead>
<tr>
<th>QUALIFICATION</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>History of Non-Performing Contracts³</td>
<td>Non-performance of a contract did not occur as a result of contractor default for the last 3 years.</td>
<td>Form D: Qualification Form</td>
<td></td>
</tr>
<tr>
<td>Litigation History</td>
<td>No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.</td>
<td>Form D: Qualification Form</td>
<td></td>
</tr>
<tr>
<td>Previous Experience</td>
<td>Minimum 3 years of relevant experience in construction works of the irrigation systems and in installation and maintenance of Pumping stations.</td>
<td>Form D: Qualification Form</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minimum 3 contracts of similar value and complexity implemented over the last 3 years (For JV/Consortium/Association, all Parties cumulatively should meet requirement).</td>
<td>Form D: Qualification Form</td>
<td></td>
</tr>
<tr>
<td>Financial Standing</td>
<td>Experience as prime contractor in at least 3 contracts with the cumulative value of contracts of USD 300K out of which at least one contract to be not less than USD 150K.</td>
<td>Form D: Qualification Form Audited financial statements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. • Current ratio should not be less than 1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Evaluation</td>
<td>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 according to Section 5.</td>
<td>Form E: Technical Bid Form</td>
<td></td>
</tr>
</tbody>
</table>

³ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.
| Proposed Staff | The bidder shall submit CVs of below proposed key personal  
|                | ▪ Project Manage/Civil Engineer with Bachelor’s Degree in Civil engineering or related field and a minimum of 5 years of experience in work of a similar nature  
|                | ▪ Site Engineer with a Bachelor’s Degree in Civil engineering and a minimum of 3 years of experience in work of a similar nature  
|                | ▪ Electromechanical Engineer(s) with a Bachelor’s Degree in Electromechanical Engineering, and a Minimum of 3 years of experience in work of a similar nature  
| Form E. Technical bid Form format for CV of proposed key personal |  
| Completion of works | Description: Construction of a surface water intake pumping station and a groundwater water intake gallery in Krtsanisi Forest Park, Kvemo Kartli Region, Georgia for UNDP-GEF KURA II project  
|                   | Works Completion period: (4) months  
| Financial Evaluation | Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. (according to Annex 3)  
| Delivery Schedule | Maximum (4) months  
| Project implementation schedule |
SECTION 5: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

ANNEX 1 TECHNICAL SPECIFICATIONS

1. Title

Construction of a surface water intake Pumping Station at the Kura Riverbank in the Krtsanisi Municipal Forest (cadastral code 81.05.13.545) and the construction of a groundwater water intake gallery. The surface water pumping station will pump water from the Kura River into the oxbow lakes in the municipal forest and will irrigate the forest trees in the park. While the groundwater intake structure will be constructed to supply groundwater source to the fish farm in the park. This groundwater intake gallery will also serve as alternate source for filling the Oxbow lakes in case the surface water intake pump station faces any maintenance problem. These two intake pump stations will be supplied with electricity from the existing transformer in the park. This TOR also includes the construction of the water distribution pipelines to connect these two intake pump stations to the Oxbow lakes and the Fish farm.

2. Project Title

UNDP GEF Kura Project “Advancing Integrated Water Resource Management (IWRM) across the Kura river basin through implementation of the transboundary agreed actions and national plans”

3. Project Description

The UNDP-GEF Kura II Project will be implementing the Strategic Action Program (SAP) for the Kura River Basin in partnership with the Governments of Georgia and Azerbaijan. The SAP is framed around four agreed Ecosystem Quality Objectives (EQA) which are:

- To achieve sustainable utilization of water resources to ensure access to water and preserve ecosystem services;
- To achieve water quality such that it would ensure access to clean water for present and future generations and sustain ecosystem functions in the Kura river basin;
- To achieve and maintain ecosystem status whereby they provide essential environmental and socio-economic services in a sustainable manner in the Kura River Basin; and,
- To achieve mitigation of adverse impacts of flooding and climate change on infrastructures, riparian ecosystems and communities.
The GEF will support priority activities towards these objectives. The GEF funded SAP implementation Project has the objective “to integrate water resources management in the Kura river basin to address water-energy-food-ecosystem security nexus through the implementation of agreed actions in the SAP”. There will be five components to support the countries to achieve this objective. One of the main components of the Project is component 3 “Stress reduction in critical areas and pre-feasibility studies to identify investment opportunities for improving river system health”. This component includes output 3.3 “River restoration projects for improved ecosystem health using integrated flow management”. The UNDP-GEF Kura II project received a request from the Ministry of Environment Protection and Agriculture of Georgia to support the national Wildlife Agency in the restoration of Krtsanisi floodplain Forest. This forest has been degraded due to the lowering of the Kura riverbed as a result of long term gravel abstractions and hydropower developments upstream of this forest. The project reviewed the master plan prepared by the national wildlife agency and hired an international expert in floodplain ecological restoration to review this master plan and make environmental assessment of this master plan. Also, the expert will provide a road map for long-term and short term interventions to restore this floodplain forest and improve its ecological status.

One of the interventions stated in the floodplain restoration master plan is to install surface water pumping station to be located on the Kura River bank passing through the Krtsanisi Municipal Forest (cadastral code 81.05.13.545). This surface water intake will pump the water from the river to fill the existing Oxbow lakes in the park and to also, irrigation 50 ha of forest trees in the floodplain. This surface water intake structure will be connected to a water distribution network to transfer the river water to the first Oxbow lake (N1), and to the existing irrigation canal in the forest park.

Another intervention for restoring the Oxbow lakes is to construct a fish farm in Krtsanisi park to produce fish fingers that can be released in these oxbow lakes to restore fish stock in these oxbow lakes. This fish farm required a cleaner source of water than the surface water from the river water. Therefore, the restoration project includes constructing of a groundwater filtrate intake gallery to let the Kura river water pass through that filtration gallery to purify the groundwater that will be pumped from a groundwater intake well to feed the fish farm. This groundwater intake pump will also be connected to 3 of the existing Oxbow lakes to provide alternate water supply at the time the surface water intake pump may stop due to any maintenance problem. These two water intake structures and the distribution pipelines networks are being implemented in cooperation with the National Wildlife Agency.

4. Scope of Work

The Supplier shall ensure the supply and installation of two water intake structures (surface water pump station and groundwater filtrate gallery) on Krtsanisi Municipal Forest Park. The first one will pump the water directly from the Kura river to fill the Oxbow lakes in the Krtsanisi park and irrigate 50 ha of forestry trees, the other one will pump groundwater from a filtration gallery to supply water to the fish farm in the park and to provide alternate water source for filling the oxbow lakes when the surface water intake pump station will stop due to any maintenance
problem. The following are the technical specifications of each of these two water intake structures.

4.1 The construction of surface water pumping station intake at the Kura riverbank to supply water for filling the Oxbow lakes in the Krtsanisi park and to irrigate 50 ha of forest trees

This surface water intake pumping station will be installed at the bank of the Kura river passing through the Krtsanisi park. This surface water intake will pump water directly from the Kura river to fill the Oxbow lakes in the Krtsanisi park and to irrigate 50 ha of forestry trees in the park. This water intake structure will include filtration system to ensure the safety of riverine fauna. The design drawings for this filtration system, the water intake well #1, and the distribution pipeline network connecting this intake structure to the first Oxbow lake (N1) and to the existing irrigation canal are shown in figures 1.1.1 to 1.1.8 in Annex 1.1 of this TOR. The following are the main parameters to estimate the volume of pumping water required to fill the Oxbow lakes from this surface water intake structure:

- The total area of Krtsanisi forest park Oxbow lakes is 27 ha.
- The water level of these lakes needs to be increased by 1.5 m
- The volume of water needed for increasing the water level in these lakes will be: 27ha x 1.5 = 405000 m³.
- This volume of water should be taken by mechanical lifting from the Kura River through the new proposed pump station system.
- The proposed pumping capacity shall be enough to provide the volume of water needed for both filling up the oxbow lakes and for irrigating the tree forest areas in the park.
- The trees area that will be irrigated is limited to 50 ha.

The specification for the selected pump station that can left the required volume of water to fill the Oxbow lakes are as follow:

- Kalbeda D-type pump aggregates with mark 1D200-36B.
- The maximum water pumping rate (Q) = 180 m³ / h (50 l / sec)
- Maximum pumping head (h) = 25 m rise.
- Engine power P = 22 kW.
- N = 1450 Br / min
- Two pumps will be installed in the intake well where they will work consecutively, each of them will work for 6 hours and stop 6 hours.

The Contractor will also construct the water distribution pipeline that connecting this surface water intake well # 1 to the first Oxbow lake (N1) and to the existing irrigation canal in the park. The work of the contractor will include rehabilitation of this existing open canals in the park to use it for irrigating the old forested area.
The maximum pumping time required for filling the Oxbow lakes with 405,000 m³ is estimated to be approximately 3 months. That means the pumps should work for full capacity during these 3 months and after that the pumping time will be only for the irrigation water plus the compensation for the evaporation loss from the Oxbow lakes.

Polyethylene pipes D-225mm - PN-6 should be selected as a pressure pipe because of chemically active soils. In addition, the water distribution network may be arranged with L = 180 m pipes. Distribution wells also will be constructed.

4.2 The construction on a groundwater intake structure to supply water to the fish farm in Krtsanisi Park
The contractor shall ensure the supply and construction of a groundwater filtrate gallery with groundwater intake well to supply water for the Fish Farm in the Krtsanisi Municipal Forest Park. This fish farm will be used for raising fish fingers. These fish fingers will be released in the Oxbow lakes to restore the fish stock on these lakes. In order to ensure a good quality of the diverted groundwater to the fish farm, an intake filtrate gallery will be constructed with total length of 80m, and depth 9.5-10m below the Kura river minimum water level. The design drawings for this intake gallery is shown in figures 1.1.9 and 1.1.10 in annex 1.1 of this TOR. For the maintenance of this proposed water intake gallery, 2 service wells will be built along it as shown in figure 1.1.9 and the design drawing of these two wells is shown in figure 1.1.11 together with the longitudinal cross section of the pipe connecting these wells.

The groundwater intake well (pump station) will be constructed at the center of this water intake gallery as shown in figure 1.1.9. The design drawing of this groundwater intake well is shown in figure 1.1.12. This groundwater intake well will be equipped with pump having the following technical specifications 25/20-65/3-380 Q=25 m³/h H=20 m, N=3.0 kW, three phase 3X380 V. (The second spare pump will be kept in the warehouse). The pump will supply groundwater to the fish farm through a water distribution pipeline connecting the well to the fish farm. This groundwater intake well will also be linked to 3 of the existing Oxbow lakes to provide alternative water source to fill the lakes in case the surface water pumping station that will feed the oxbow lakes may be stopped for any maintenance problem.

The contractor will also be responsible on constructing of the pipeline to transfer the water from the intake groundwater well to the fish farm with a polyethylene pipe D-75 mm. This pipeline will also have outlet pipe and valve to feed water to each Oxbow lake as shown in Figure 1.1.9. this pipeline will have 4 wells, each well will be at a distribution point with a plan drawing for each well as shown in figure 1.1.13.
The contractor will also be responsible for constructing 8 conveyer pipes connecting the existing Oxbow lakes to each other as shown in the general layout in figure 1.1.9. The design drawing of this pipe conveyer is shown in figure 1.1.15. The length of each pipe will be 14 m to connect one lake to the other. this pipe will be equipped with a gate to control the water flow from one lake to the other.

The contractor will also supply the pump that will be installed in the groundwater intake well with electricity from the existing transformer in the park as show in figure 1.1.14.

The supplier will be responsible for the following activities to construct these two water intake structures:

- Submit detailed work plan for all activities to install both the surface water intake pumping station and the groundwater intake structure and all the pipelines networks in accordance to the design drawings in annex 1.1
- Preform all the Earth work in the field for the following:
  - Earth works for the perforated concrete pipe filter at the bed of the Kura river
  - Earthworks for the groundwater Filtrate intake gallery
  - The water distribution pipelines, the intake wells, and the service wells
  - The electric network arrangement to supply electricity from the existing transformer in the park to the main pump stations on the Kura riverbank and the smaller pump station in the groundwater well for the fish farm.
- Construction works for the Gabions in the Kura riverbed to secure the perforated concrete pipe filter
- Construction works for the perforated concrete pipe filter at the bed of the Kura river and its connection to the polyethylene pipe.
- Construction work for the groundwater filtrate intake gallery to provide good quality groundwater to the fish farm
- Construction works for the intake wells, service wells, and water distribution pipeline networks
- Construction works to install the pipe connecting each two lakes with its control gate (8 pipes)
- Purchase all the equipment and parts needed to install the pumping stations and the water distribution pipes as mentioned in the design drawings and BOQ.
- Transport the equipment and parts to the construction site
- Full installation of the proposed pumping station on the selected location on the Kura riverbank
- Full installation of the proposed pump on the groundwater intake well to supply water to the fish Farm
- Electric works to supply the main pump station on the Kura river bank with electricity from the existing transformer in the park
- Electric works to supply the groundwater intake well pump with electricity from the existing transformer in the park to supply water to the fish farm system
- Test the system performance to ensure it is working according to the specification stated in this TOR
- Handover the two water intake structures with all the connected pipelines networks to the representatives of the national wildlife agency of Georgia
- Provide after-sales maintenance for the installed pumping station during the warrantee period.

The Bill of Quantities for the components of the construction of the required two intake water systems and the water distribution networks are shown in Annex (3).

5. Institutional Arrangements

The contractor will work under direct supervision of and will be directly reporting to the UNDP-GEF Kura II Project National Coordinator in Georgia. The contractor shall submit reports on completion of the tasks to the UNDP-GEF Kura II project PCU. The contractor is expected to interact and collaborate with the representatives of Georgian Amelioration and the representatives of LEPL National Wildlife Agency under the Ministry of Environment Protection and agriculture of Georgia during the entire period of contract.

6. Duration of the Work
120 calendar days after signing of the contract.

7. Workplace

Krtsanisi Forest Park, Kvemo Kartli Region, Georgia. Cadastral Code: 81.05.13.545. 1 km of Tbilisi-Rustavi highway, Gardabani Municipality, near Ponichala village

8. Timing

The construction of Pumping Station for the floodplain ecological restoration in Krtsanisi, Georgia should be executed during the period 1 August 2020 – 30 November 2020.

9. Deliverables Schedule

- Fully installed and functioning surface water intake Pumping Station with perforated pipe filter, and intake well #1 at the Kura Riverbank to fill the Oxbow lakes in Krtsanisi Forest Park, 1 km of Tbilisi-Rustavi highway, Gardabani Municipality.
- Full installation of the water distribution pipeline to connect the surface water pump station well #1 to the first Oxbow lake (N1), and the pipeline to link this surface water intake well #1 to the existing irrigation canal in the park.
- Fully installed and functioning groundwater filtrate gallery with groundwater intake well to
pump water to the fish farm
- Full installation of the water distribution pipeline to connect the groundwater intake well to the fish farm. This pipeline will be also connected to 3 Oxbow lakes to provide alternative water source to fill the lakes in case the surface water intake pump station will be stopped for any maintenance problem.

10. Payment schedule

The payment schedule will be as follows:

- Approval of the earth and construction works of the perforated concrete pipe on the bed of the Kura River, and the construction of the Gabions in the bed of the Kura River – 16% of total contract value by 15 Sep. 2020
- Approval of the earth and construction works for the Groundwater Filtrate intake gallery for Fish Farm, and the construction of the surface water intake Well #1 and its pump station at the bank of the Kura River - 43% of total contract value by 15 Oct. 2020
- Approval of the earth Works and construction works for pipelines and wells connecting the surface water Intake well #1 to the first Oxbow lake (N1) and the existing irrigation canal, and the earth works and construction works for the pipeline and 4 wells linking the groundwater intake well to the fish farm and the Oxbow Lakes - 29% of total contract value by 15 Nov. 2020
- Approval of the earth works and construction works for the 8 pipes connecting each two lakes with its control gates, and earth works and Electric Works for installation of the electric cables from transformer to both the pump station in surface water intake Well #1 and the pump in the groundwater intake well, testing and handover the systems to the UNDP/GEF Kura II project - 12% of total contract value by 15 Nov. 2020
ANNEX 1.1 THE DESIGN DRAWINGS FOR THE INTAKE PUMP STATION TO FILL THE OXBOW LAKES (FIGURES 1.1.1-1.1.15)

Figure 1.1.1: General layout for the proposed Pumping Station and the water distribution pipes to fill the Oxbow lakes in Krtsanisi Forest Park in Georgia

Figure 1.1.2: The Plan for the gabion and the intake filter
Figure 1.1.3: The Pipe filter and the gabion cross-sections
Figure 1.1.4: The Connection between the concrete filter pipe and the Polyethylene intake pipe
Figure 1.1.5: cross-section of the Well #1 and Surface water intake well with the pump station specifications, and BOQs for the surface water intake structure from the Kura river

<table>
<thead>
<tr>
<th>Bill of Quantities</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>5</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>7</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Material Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>5</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>7</td>
</tr>
<tr>
<td>8</td>
</tr>
<tr>
<td>9</td>
</tr>
<tr>
<td>10</td>
</tr>
</tbody>
</table>

Total 37.5 kw
Figure 1.1.6: Cross-section of the surface water intake filter pipe, the surface water intake well, and the pipeline passing the lake to the existing irrigation canal.
Figure 1.1.7: Distribution Wells # 1 & 2 & 3 & 4 and the cross-section of the pipeline anchor under water for the pipeline connecting the surface water intake pump station to the first Oxbow lake and to the existing irrigation canal.
Figure 1.1.8: External electrical network plan specification and BOQs to provide electricity to the surface water intake pump station on the Kura river
Figure 1.1.9: The General Layout for the Fish Farm groundwater intake gallery and its water distribution network to the fish farm and to the Oxbow lakes.
Figure 1.1.10: the design drawing and BoQ for the fish farm groundwater filtration pipe trench
Figure 1.1.11: The design drawing for the groundwater filtration intake pipe from Kura River and the cross-sections of the two service wells
Figure 1.1.12: The design drawing for the groundwater intake well to supply the fish farm with water and its submerged pump station
Figure 1.1.13: The plan view of the 4 wells located along the Fish farm water distribution pipeline
Figure 1.1.14: The Electrical cable laying plan for the fish farm groundwater intake pump
Figure 1.1.15: The design drawing for the lake to lake water conveyer pipe
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:

<table>
<thead>
<tr>
<th>Have you duly completed all the Returnable Bidding Forms?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Form A: Bid Submission Form</td>
<td>□</td>
</tr>
<tr>
<td>▪ Form B: Bidder Information Form</td>
<td>□</td>
</tr>
<tr>
<td>▪ Form C: Joint Venture/Consortium/ Association Information Form</td>
<td>□</td>
</tr>
<tr>
<td>▪ Form D: Qualification Form</td>
<td>□</td>
</tr>
<tr>
<td>▪ Form E: Format of Technical Bid</td>
<td>□</td>
</tr>
<tr>
<td>▪ Form G: Form Bid Security</td>
<td>□</td>
</tr>
<tr>
<td>▪ Form H: Bid Technical Compliance Sheet</td>
<td>□</td>
</tr>
</tbody>
</table>

| Have you provided the required documents to establish compliance with the evaluation criteria in Section 4? | □ |

Price Schedule:

<table>
<thead>
<tr>
<th>Price Schedule:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Form F: Price Schedule Form and Annex 2</td>
<td>□</td>
</tr>
</tbody>
</table>
Form A: Bid Submission Form

Name of Bidder: [Insert Name of Bidder]  
Date: [Select date]

ITB reference: UNDPIRH-202007-ITB-13 Construction of a surface water intake pumping station and a groundwater water intake gallery in Krtsanisi Forest Park, Kvemo Kartli Region, Georgia for UNDP-GEF KURA II project

We, the undersigned, offer to supply the goods and related services required Construction of a surface water intake pumping station and a groundwater water intake gallery in Krtsanisi Forest Park, Kvemo Kartli Region, Georgia for UNDP-GEF KURA II project in accordance with your Invitation to Bid No UNDPIRH-202007-ITB-13 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 .

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]
<table>
<thead>
<tr>
<th><strong>Form B: Bidder Information Form</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Legal name of Bidder</strong></td>
</tr>
<tr>
<td><strong>Legal address</strong></td>
</tr>
<tr>
<td><strong>Year of registration</strong></td>
</tr>
</tbody>
</table>
| **Bidder’s Authorized Representative Information** | Name and Title: [Complete]  
Telephone numbers: [Complete]  
Email: [Complete] |
| **Are you a UNGM registered vendor?** | ☐ Yes ☐ No  
If yes, [insert UGNM vendor number] |
| **Are you a UNDP vendor?**        | ☐ Yes ☐ No  
If yes, [insert UNDP vendor number] |
| **Countries of operation**        | [Complete] |
| **No. of full-time employees**    | [Complete] |
| **Quality Assurance Certification (e.g. ISO 9000 or Equivalent)** *(If yes, provide a Copy of the valid Certificate)* | [Complete] |
| **Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment?** *(If yes, provide a Copy of the valid Certificate)* | [Complete] |
| **Does your Company have a written Statement of its Environmental Policy?** *(If yes, provide a Copy)* | [Complete] |
| **Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues** | [Complete] |
| **Is your company a member of the UN Global Compact** | [Complete] |
| **Contact person that UNDP may contact for requests for clarifications during Bid evaluation** | Name and Title: [Complete]  
Telephone numbers: [Complete]  
Email: [Complete] |
Please attach the following documents:

- Company Profile, including brochures or leaflets and product catalogs relevant to the services being procured;
- Certificate of Incorporation/ Business Registration from relevant Government body of Georgia and valid Business license in construction;
- List of the contracts performed by the company in the past 3 years related to the required works under this ITB such as construction works for irrigation systems or municipal water distribution networks and installation and maintenance of Pumping stations;
- Latest Audited Financial Statement (Income statement and Balance Sheet) including Auditor’s report for the last three years;
- CVs of the assigned technical staff to perform the work under this contract including the civil Engineer (project manager), site Engineer, and mechanical technician(s);
- Statement of Satisfactory Performance from the Top 2 Clients;
- Work plan for all activities to be performed by the contractor to construct a surface water intake pumping station and a groundwater water intake gallery the start and end dates of each activity;
- Form A: Bid Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Bid
- Form F: Price Schedule (Annex 2. The Bill of Quantities (BOQs))
- Form G: Form Bid Security
- Form H: Bid Technical Compliance Sheet
- **All Forms A-H are mandatory**
Form C: Joint Venture/Consortium/Association Information Form

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>[Insert Name of Bidder]</th>
<th>Date:</th>
<th>Select date</th>
</tr>
</thead>
</table>

ITB reference: **UNDPIRH-202007-ITB-13** Construction of a surface water intake pumping station and a groundwater water intake gallery in Krtsanisi Forest Park, Kvemo Kartli Region, Georgia for UNDP-GEF KURA II project

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

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

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: ________________________

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: UNDPRH-202007-ITB-13 Construction of a surface water intake pumping station and a groundwater water intake gallery in Krtsanisi Forest Park, Kvemo Kartli Region, Georgia for UNDP-GEF KURA II project

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

History of Non-Performing Contracts

- [ ] Non-performing contracts did not occur during the last 3 years
- [ ] Contract(s) not performed in the last 3 years

<table>
<thead>
<tr>
<th>Year</th>
<th>Non-performed portion of contract</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value in US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of Client:  
Address of Client:  
Reason(s) for non-performance:

Litigation History (including pending litigation)

- [ ] No litigation history for the last 3 years
- [ ] Litigation History as indicated below

<table>
<thead>
<tr>
<th>Year of dispute</th>
<th>Amount in dispute (in US$)</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value in US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of Client:  
Address of Client:  
Matter in dispute:  
Party who initiated the dispute:  
Status of dispute:  
Party awarded if resolved:

Previous Relevant Experience

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

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

Financial Standing

<table>
<thead>
<tr>
<th>Annual Turnover for the last 3 years</th>
<th>Year 2017</th>
<th>USD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 2018</td>
<td>USD</td>
</tr>
<tr>
<td></td>
<td>Year 2019</td>
<td>USD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Latest Credit Rating (if any), indicate the source</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Financial information (in US$ equivalent)</th>
<th>Historic information for the last 3 years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2017</td>
</tr>
</tbody>
</table>

*Information from Balance Sheet*

<table>
<thead>
<tr>
<th>Information from Balance Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Assets (TA)</td>
</tr>
<tr>
<td>Total Liabilities (TL)</td>
</tr>
<tr>
<td>Current Assets (CA)</td>
</tr>
<tr>
<td>Current Liabilities (CL)</td>
</tr>
</tbody>
</table>

*Information from Income Statement*

<table>
<thead>
<tr>
<th>Information from Income Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total / Gross Revenue (TR)</td>
</tr>
<tr>
<td>Profits Before Taxes (PBT)</td>
</tr>
<tr>
<td>Net Profit</td>
</tr>
<tr>
<td>Current Ratio</td>
</tr>
</tbody>
</table>

☐ 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:  
ITB reference: UNDPIRH-202007-ITB-13 Construction of a surface water intake pumping station and a groundwater water intake gallery in Krtsanisi Forest Park, Kvemo Kartli Region, Georgia for UNDP-GEF KURA II project

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. Bidders shall provide information on the current contracts that he has at the time of the bid submission. Bidders with ongoing contracts must provide information on the status of these contracts at the time of the bid submission to enable the bidder to pass the technical evaluation. The Bidder should provide Statement of Satisfactory Performance from the top 2 clients.

<table>
<thead>
<tr>
<th>Title of contract/works</th>
<th>Employer / Contracting Authority</th>
<th>Contract Duration</th>
<th>Duration left to complete</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Sub-contracting; List of trades and names of sub-contractors for any work item exceeding 5% of the bid price. Where the Bidder intends to use Subcontractors for components of the works or for work contents equal to or in excess of 5% of the value of the whole works or for specific specialties (mechanical, electrical), the Bidder shall enter in this table the names of subcontractors and approximate percentage of the works for which he proposes to use Subcontractors, together with the name, address and place of registration of the proposed Subcontractors.

<table>
<thead>
<tr>
<th>Element of Work to be Subcontracted</th>
<th>Item Reference in the BoQ</th>
<th>Percentage of the bid price</th>
<th>Name of sub-contractor Place of registration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3. List of Materials; List of main materials to be used for the contract must be made with the manufacturers and suppliers, as well as the relevant standard/norm the materials comply with. The Bidder shall fill in this statement the list and origin of the materials. Manufacturers, country of origin, 35 suppliers name and the materials certification to norms and standards must be listed. This table should be for the main materials only.

<table>
<thead>
<tr>
<th>No</th>
<th>Materials</th>
<th>Manufacturer’s name and address</th>
<th>Country of Origin</th>
<th>Suppliers Name and address</th>
<th>Compliance with norms or standards</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

Work Plan

The workplan timelines for earth and construction works for the groundwater filtrate intake gallery for fish farm, the construction of the surface water intake and installation of the pump station shall be presented in detail. All pertinent activities and timelines ‘in weeks’ must be shown.

The Bidder shall here prepare a bar chart format workplan showing the main items of works including the preliminaries and detailing major activities described in the Work Plan from the site possession until the substantial completion of the works.

This workplan should show all works in all areas to be completed in 4 calendar months from site possession from the contract award. Mobilisation and preliminaries must be completed in 1 week of the site possession from the contract award. The UNDP-GEF Kura II Project will be responsible for obtaining relevant permissions from the relevant national authorities of Georgia.

Table 1 - Offer to Comply with Other Conditions and Related Requirements:

<table>
<thead>
<tr>
<th>Goods and services to be Supplied and Technical Specifications</th>
<th>Your response</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Compliance with technical specifications</td>
</tr>
<tr>
<td></td>
<td>Yes, we comply</td>
</tr>
</tbody>
</table>

Pump station for the
Intake Surface water at the Kura river
Pump station for the Groundwater Intake gallery
The Polythene distribution pipes
The electric cables to supply the proposed pump stations with Electricity

Note: Technical Compliance of the bid will be thoroughly assessed using the TECHNICAL SHEET (Form H) of this ITB

Table 2 - Offer to Comply with Other Conditions and Related Requirements

<table>
<thead>
<tr>
<th>Other Information pertaining to our Quotation are as follows:</th>
<th>Your Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country/ies Of Origin14 for the pump stations</td>
<td></td>
</tr>
<tr>
<td>Warranty and After-Sales Requirements</td>
<td></td>
</tr>
<tr>
<td>a) Minimum one (1) year warranty on the Proposed pumps</td>
<td></td>
</tr>
<tr>
<td>b) Minimum 10 years warranty on the polyethylene pipes</td>
<td></td>
</tr>
<tr>
<td>c) Brand new replacement if Purchased Unit is beyond repair</td>
<td></td>
</tr>
</tbody>
</table>

14 If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.
<table>
<thead>
<tr>
<th>Prepare Detailed work plan for the construction of the Pumping Station and the water distribution pipeline network (including site visit) and submit it to the project PCU asking the approval of the project CTA/RC;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construct all civil works in the site according to the specifications and the design drawings attached in the TOR.</td>
</tr>
<tr>
<td>Full installation of the Pumping Station and the water distribution pipeline network in the field according to the design drawings and specifications attached in the TOR</td>
</tr>
<tr>
<td>Testing the Pumping Station and the water distribution pipeline network to ensure that all components working according to the specification stated in the TOR</td>
</tr>
<tr>
<td>Handover the system to the UNDP/GEF Kura II project technical committee</td>
</tr>
<tr>
<td>Provide technical assistance for the installed system during the warrantee period including change any broken part in the pump station or the water distribution network, unless it is due to miss use from the site owner.</td>
</tr>
</tbody>
</table>
SECTION 3: Management Structure and Key Personnel

3.1 Describe the overall management approach toward planning and implementing the assignment. Include an organization chart for the management of the project describing the relationship of key positions and designations/responsibilities.

3.2 Provide the CVs for key personnel with technical background and experience relevant to the assignment to include:

- Project Manage/Civil Engineer with bachelor’s degree in civil engineering and minimum of 5 years of experience of work of an equivalent nature
- Site Civil Engineer with bachelor’s degree in civil engineering and minimum of 3 years of experience of work of an equivalent nature
- Site Electromechanical Engineer(s) with bachelor’s degree in Electromechanical Engineering

List of Supervision Setup for the Contract

<table>
<thead>
<tr>
<th>NO</th>
<th>Position Name</th>
<th>Year of graduation</th>
<th>Specific years of experience</th>
<th>Projects for which responsible (year/value)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project manager/ Contractor’s representative</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Site Civil Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Site Electromechanical Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Format for CV of Proposed Key Personnel

<table>
<thead>
<tr>
<th>Name of Personnel</th>
<th>[Insert]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position for this assignment</td>
<td>[Insert]</td>
</tr>
<tr>
<td>Nationality</td>
<td>[Insert]</td>
</tr>
<tr>
<td>Language proficiency</td>
<td>[Insert]</td>
</tr>
<tr>
<td>Education/Qualifications</td>
<td>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</td>
</tr>
<tr>
<td></td>
<td>[Insert]</td>
</tr>
<tr>
<td>Professional certifications</td>
<td>[Provide details of professional certifications relevant to the scope of goods and/or services]</td>
</tr>
<tr>
<td></td>
<td>• Name of institution: [Insert]</td>
</tr>
<tr>
<td></td>
<td>• Date of certification: [Insert]</td>
</tr>
</tbody>
</table>
### Employment Record/Experience

[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]

[Insert]

### References

[Provide names, addresses, phone and email contact information for two (2) references]

Reference 1:
[Insert]

Reference 2:
[Insert]

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

__________________________
Signature of Personnel

__________________________
Date (Day/Month/Year)
**FORM F: Price Schedule Form**

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>[Insert Name of Bidder]</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB reference:</td>
<td><strong>UNDPIRH-202007-ITB-13</strong> Construction of a surface water intake pumping station and a groundwater water intake gallery in Krtsanisi Forest Park, Kvemo Kartli Region, Georgia for UNDP-GEF KURA II project</td>
<td></td>
</tr>
</tbody>
</table>

**BOQs are Attached separately to this ITB as Annex (2). Bidders are requested to fill the attached BOQs and as well as, submit the summary as shown in the table below.**

**Instruction to Bidders:**

1. Bidders shall select the currency of their Bid (USD).
2. Bidders shall price for each Item in the Bill of Quantities (BOQ) as templated (Missing pricing any item in the BoQ will lead to disqualify the whole offer of the respective site, Bidders should ensure to offer for all items).
3. Bidders shall submit their Priced Bill of Quantities as attachments:
   a. BOQs in spread sheet files (excel); and again
   b. Same BOQs (signed and stamped) as PDF Files
4. The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.
5. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted shall govern. If there is an obvious gross misplacement of the decimal point in the unit price, the total amount as quoted shall govern and the unit price shall be corrected accordingly.
6. UNDP reserves the right to omit any item considered not necessary without any compensation to the successful bidder.

**Payment schedule**

The payments will be done according to schedule and percentage below:

- Approval of the earth and construction works of the perforated concrete pipe on the bed of the Kura River, and the construction of the Gabions in the bed of the Kura River – 16% of total contract value by 15 Sep. 2020;
- Approval of the earth and construction works for the Groundwater Filtrate intake gallery for Fish Farm, and the construction of the surface water intake Well #1 and its pump station at the bank of the Kura River - 43% of total contract value by 15 Oct. 2020;
- Approval of the earth Works and construction works for pipelines and wells connecting the surface water Intake well #1 to the first Oxbow lake (N1) and the existing irrigation canal, and the earth works and construction works for the pipeline and 4 wells linking the groundwater intake well to the fish farm and the Oxbow Lakes - 29% of total contract value by 15 Nov. 2020;
- Approval of the earth works and construction works for the 8 pipes connecting each two lakes with its control gates, and earth works and Electric Works for installation of the electric cables from transformer to both the pump station in surface water intake Well #1 and the pump in the groundwater intake well, testing and handover the systems to the UNDP/GEF Kura II project -
12% of total contract value by 15 Nov. 2020.

Name of Bidder: ________________________________
Authorised signature: ___________________________
Name of authorised signatory: ___________________
Functional Title: _______________________________
FORM G: Form of Bid Security

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

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

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called “the Bidder”) has submitted a Bid to UNDP dated [DATE]. To complete the works stipulated in the ITB with reference UNDPIRH-202007-ITB-13 - Construction of a surface water intake pumping station and a groundwater water intake gallery in Krtsanisi Forest Park, Kvemo Kartli Region, Georgia for UNDP-GEF KURA II project (hereinafter called “the Bid”):

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

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

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

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

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

**SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Signature: ____________________________________________

Name: ________________________________________________

Title: ________________________________________________

Date: ________________________________________________

Name of Bank __________________________________________

Address ______________________________________________

[Stamp with official stamp of the Bank]
**FORM H: Bid Technical Compliance Sheet**

**UNDPIRH-202007-ITB-13** - Construction of a surface water intake pumping station and a groundwater water intake gallery in Krtsanisi Forest Park, Kvemo Kartli Region, Georgia for UNDP-GEF KURA II project

Bidder Name: _________________________________

<table>
<thead>
<tr>
<th>Description</th>
<th>Compliant (Y/N)</th>
<th>Bidder Comments</th>
<th>UNDP Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum number of 3 years of relevant experience in construction works for irrigation systems or municipal water distribution networks is required and in installation and maintenance of Pumping stations is required;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full compliance of Bid to ITB Technical Requirements and BOQ</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Validity: 90 days</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum number of (3) similar project in nature, complexity and value completed by the Bidder in the past 3 years</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Statements of Satisfactory Performance from the Top 2 (Two) Clients or more</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sound Financial Stand (minimum acceptable Current Ratio 1.0)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suitability and technical qualification of the technical personnel proposed to the project in relation to their qualification and years of experiences as required.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acceptance of Payment Terms</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Important Note: Bidders Must Fill and submit the Bid Technical Compliance Sheet with their bid.**