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INVITATION TO BID

Supply and Delivery of School Furniture in Two Districts of KP (Kurram and Orakzai)

ITB No.: UNDP-ITB-2020-245

Project: 000117948 – Stabilization & Development Programme, UNDP

Country: Pakistan

Issued on: 7 August 2020

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DocuSigned by:
Ali Saeed
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SECTION 1. LETTER OF INVITATION

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

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

Section 1: This Letter of Invitation
Section 2: Instruction to Bidders
Section 3: Bid Data Sheet (BDS)
Section 4: Evaluation Criteria
Section 5: Schedule of Requirements and Technical Specifications
Section 6: Returnable Bidding Forms
- Form A: Bid Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form **(Not Applicable)**
- Form D: Qualification Form
- Form E: Format of Technical Bid
- Form F: Price Schedule
- Form G: Form of Bid Security

Section 7: Performance Bond

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 i.e. **Friday, 21st August 2020 (12:30 PM Pakistan Standard Time OR 3:30 AM EDT).**

Please acknowledge the receipt of this ITB by sending an email to pakistan.procurement.info@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the **"Accept Invitation"** function **on or before Friday 14th August 2020 [12:30 PM, Pakistan Standard Time OR 3:30 AM, EDT]** in e-Tendering system. 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 Bid Data Sheet as the focal point for queries on this ITB.

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

Issued by

DocuSigned by:
Ali Saeed
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Name: Ali Saeed
Title: Procurement Officer (a.i)
Date: **August 7, 2020**

Approved by:

DocuSigned by:
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Name: (For) Ignacio Artaza
Title: Resident Representative
Date: **August 7, 2020**

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SECTION 2. INSTRUCTION TO BIDDERS

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
	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). 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
	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 https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct
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

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	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.
B. 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 notify the UNDP accordingly.

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6. Cost of Preparation of Bid	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.
7. Language	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.
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.

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	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 Bid Security 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

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

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18. Clarification of Bid (from the Bidders)	18.1	Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	18.2	UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3	UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Bids	19.1	At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	19.2	If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	20.1	Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.
	20.2	If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	21.1	When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.

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C. SUBMISSION AND OPENING OF BIDS

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: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/
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

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		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.
D. EVALUATION OF BIDS		
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)

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	a) Evaluation of Technical Bids b) Evaluation of prices Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary
28. Preliminary Examination	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.
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria). 29.2 In general terms, vendors that meet the following criteria may be considered qualified: a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	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.
31. Due diligence	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: a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous

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	works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	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 c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. 34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall

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

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		https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1	If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1	Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer 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
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.
	46.3	The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer

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SECTION 3. BID DATA SHEET

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Allowed [The bidders may apply for Two (02) packages or may apply for one package. Only complete bid against each package will be considered. Evaluation of bids and award of contract will be made on package-wise basis;
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference e	Will be Conducted All intended bidders are requested to submit their request for participation in the PreBid Meeting by sending emails for confirmation before **12 August 2020**. Time: 1 PM PST or 5 AM EDT Date : August 13, 2020 1:00 PM PST Venue : On Zoom Call The UNDP focal point for the arrangement is: Muhammad Tahir ul Islam Telephone: NiL E-mail: tahir.islam@undp.org;
5	16	Bid Validity Period	90 days
6	13	Bid Security	**Required PKR 500,000**/- equivalent in USD 3,006 for each package. The bidder who will apply for **Two (02) packages** will submit bid security of amount **PKR 1,000,000/-** equivalent in USD 6,012. The Original Bid Security should be sent to UNDP Office through courier at the following address on or before **Friday 21st August 2020 at 12:30 pm** and a scanned copy should be submitted through the e-Tendering system.

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			UNDP-ITB-2020-245 **UNDP Registry, Quotation/Bids/Proposals** **United Nations Development Programme** **Serena Business Complex, 2nd Floor, Khayaban e Suharwardy, Islamabad, Pakistan** **Tel: 051-8355600 Fax: 051-2600254-5** Acceptable forms of Bid Security: ☒ Form of Bid Security (See Section 6, FORM - F for template) ☒ Any Bank-issued Check / Cashier's Check / Certified Check In the name of UNDP Representative (Rupee) Account, UNDP Pakistan ▪ Validity of Bid Security: 120 days from the last day of bid submission. Bid security of unsuccessful bidders shall be returned.
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.33% Max. number of days of delay **one calendar month,** thereafter UNDP may exercise its right to terminate the contract/Purchase Order.
9	40	Performance Security	☒ Required 10% of Contract Amount. Form: only Bank Guarantee in accordance with template included in Section 7 of the ITB. Performance Security must be valid for 6 Months to cover the delivery period (3 Months) & defect liability period (3 Months) after the substantial completion of project).
10	12	Currency of Bid	☒ Local Currency (PKR) or ☒ United States Dollars (US$) In case of US$, the UN Rate of Exchange of bid opening date shall apply. The payment to the local vendor will be made in PKR.
11	31	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Muhammad Tahir ul Islam Address: [UNDP Office, 4th Floor, Serena Business Complex, Islamabad] E-mail address: tahir.islam@undp.org;

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13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	☒ Uploaded in the e-tendering online system. Once uploaded, all Prospective bidders (i.e. Bidders that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Bidders to view the respective changes and clarifications in the system ☒ Direct communication to prospective Bidders by email. http://www.pk.undp.org/content/pakistan/en/home/operations/procurement0.html
14	23	Deadline for Submission	Date and Time: **Friday 21st August 2020 [12:30 PM PST OR 3:30 AM EDT. Through e-tendering online system** **PLEASE NOTE:-** 1. Date and time visible on the main screen of event **(on e-tendering portal)** will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Try to submit your bid a day prior to or well before the closing time. Do not wait until the last minute. If you face any issue in submitting your bid at the last minute, UNDP may not be able to assist.
14	22	Allowable Manner of Submitting Bids	☒ e-Tendering
15	22	Bid Submission Address	To be submitted in e-Tendering system: **https://etendering.partneragencies.org** Note: Detailed instructions on how to register, submit, modify or cancel a bid in the eTendering system are provided in the e-Tendering System Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/

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16	22	Electronic submission (email or eTendering) requirements	▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: **UNDP-ITB-2020-245** **UNDP Registry, Quotation/Bids/Proposals** **United Nations Development Programme** **Serena Business Complex, 2nd Floor, Khayaban e Suharwardy,** **Islamabad, Pakistan** **Tel: 051-8355600 Fax: 051-2600254-5**
17	25	Date, time and venue for the opening of bid	**Date and Time: August 21, 2020 3:30 PM OR 6:30 AM EDT** In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	☒ Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and ☒ Lowest price offer of technically qualified and responsive Bid. Evaluation of bids and award of contract shall be made on package wise basis.
19		Expected date for commencement of Contract	*September 1, 2020*
20		Maximum expected duration of contract	90 days after issuance of PO
21	35	UNDP will award the contract to:	☒ Two bidders based on the following factors: • Award for each package would be made to the "lowest priced, technically qualified and responsive" bidder. As bidders may submit bids for both packages and may be lowest priced for both packages, therefore selection for each package will be subject to the following additional considerations: a) In order to ensure that the bidder has the right capacity to deliver, UNDP will award maximum One Packages to one (1) bidder;

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			b) UNDP may select to first award a Package to a bidder who is lowest priced for both packages in the event that there may not be any other technically qualified bidders for that package to ensure there is coverage for both packages;
22	39	Type of Contract	Contract for Goods and/or Services to UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other Information Related to the ITB	**Conditions for Determining Contract Effectivity:** ☒ Upon UNDP's receipt of valid Performance Bank Guarantee and ☒ Upon contract signing from both parties. **Payment Terms:** Invoices complete in all respect shall be submitted by the Contractor to the Project Engineer upon achievement of the corresponding milestones: Work Completion Mile Stone: Progress payment as agreed in the pre-contract meeting.



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SECTION 4. EVALUATION CRITERIA

Preliminary Examination Criteria

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

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided(**as mentioned in Section 6 Form B: Bidder Information Form)**
- Bid Validity
- Bid Security as per ITB requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer ▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder ▪ Export/Import Licenses, if applicable	Form B: Bidder Information Form
QUALIFICATION		
History of Non-Performing Contracts[1]	Non-performance of a contract did not occur as a result of contractor default for the last 2 years.	Form D: Qualification Form

[1] Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged

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Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 2 years.	Form D: Qualification Form
Previous Experience	**Minimum 2 years of experience** in manufacturing and/or provision of similar furniture to National/International Organizations;	Form D: Qualification Form
	List of previous Three (03) contracts/ Delivery Notes or Challans (of Value **PKR 2,000,000/-** equivalent in **USD 12,025/-**each) executed in last **Three (03) years**. Bidder should provide proof in the form of contract/PO with the name of organization and total amount; Please provide copies of those contract/POs as evidence. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* ***JV is not Allowed***	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of **USD 200,000** (For International Bidders or **PKR 33,264,000/-** (For Local Bidders) for the last 2 years. The average annual turnover will be calculated through Audit/Financial Reports of (2017-18 and 2018-19) *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* ***JV is not allowed***	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* ***JV is not Allowed***	Form D: Qualification Form
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document. ☒ Written confirmation to deliver all furniture items within the **delivery period of 90 days**, from the date of issuance of Purchase Order; [Must meet the requirements (Y/N)] ☒ Full Compliance of Offered Goods with the Technical Requirements including specifications and design. The Compliance will be determined of the basis of approval of Samples. [Must meet the requirements (Y/N)]; ☒ Provision of sample furniture on or before the bid submission date **(Friday 21st August 2020 before 12:30 pm).** ☒ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past two years (2017-18 and 2018-19); the Quick Ratio should be greater than One.	Form E: Technical Bid Form

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.

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Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Comparison with budget/internal estimates.	Form F: Price Schedule Form



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SECTION 5A: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS/BILL OF QUANTITIES

ANNEX 1				
TABLE SHOWING FURNITURE LOTS				
Furniture supply by Packages (District)				
No.	**Packages**	**District Name**	**Desk**	**Benches**
Package 1	**Package 1**	Kurram	1,885	1,885
Package 2	**Package 2**	Orakzai	1,115	1,115
Total			**3,000**	**3,000**

NOTE: THE QUANTITIES MENTIONED ABOVE ARE SUBJECT TO MAXIMUM CHANGE OF ±25% AT THE TIME OF AWARD OF CONTRACT AND ISSUANCE OF PO.

Background:

UNDP and UNICEF are implementing a joint Programme on improved access to quality education for girls in the newly merged districts (MD) of Khyber Pakhtunkhwa (KP) province. The project is a part of the overall United Nations Programme for improving the education indicators in Pakistan and particularly in the newly merged districts of KP, which have faced massive displacement as an aftermath of militancy in the region. This displacement has disproportionately affected girls and women, as even in times of peace these groups have significantly lower access to resources and decision-making as well as reduced mobility, than their male peers. These disparities have been further exacerbated by displacement. The project contributes to the Government of Pakistan's FATA Sustainable Return and Rehabilitation Strategy, launched by the Governor Khyber Pakhtunkhwa and FATA on July 7, 2015.

The project will improve access to quality education for 14,000 girls' students 100 schools and ECE classes and 55 Second Chance/ ALP centers in the target districts in the newly merged districts. Careful attention will be paid to ensure outcomes address key cross-cutting issues of gender mainstreaming, conflict sensitivity, disaster risk reduction, climate change adaptation, and capacity development while being mindful of protection issues. The project is designed for a 36 months implementation period plus a four months inception phase.

In the consultative meeting with the Elementary & Secondary Education Department (E&SED) chaired by Secretary (E&SED) held on 20th August 2019, two districts (Kurram and Orakzai) were recommended by the Education Department for this project. The rationale for selecting Kurram and Orakzai districts is based on the return of displaced population, lack of development partners in these districts, and the positive attitude of locals towards girl's education.

UNDP has planned to be rehabilitated 100 schools and will be provided furniture in three years of a project funded by the Canadian government. For year first UNDP will be procured furniture for 30 rehabilitated schools.

Objectives:

Provision of furniture to 30 government girls' schools in Kurram and Orakzai districts.

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- The selected bidder shall ensure that its services are provided to UNDP expeditiously and in line with the highest industry standards on professionalism, courtesy, integrity, transparency, accountability, and client service.
- The selected bidder shall make available to the UNDP in sufficient numbers and at the appropriate times, the services of its most educated, trained, qualified, skilled and experienced, draftsmen, technical experts, Quantity Surveyors, and managers have demonstrated the highest standards of integrity, professionalism and client service.
- The selected bidder shall not contract any third parties regarding the services required of it without first obtaining in writing the permission of the UNDP Deputy Resident Representative.
- The slected bidder shall ensure that, at all times, absolute confidentiality is maintained concerning any or all documents/materials entrusted to its care by the UNDP.
- The selected bidder shall ensure that the services required by these TOR are completed in time and that it shall promptly inform the Assistant Resident Representative CPRU Country office and Head of Programme(Peshawar office), UNDP of any anticipated change to the schedule of activities in good time and recommend any remedial actions as appropriate.

Break down of packages per District

No	District Name	No of Schools	Enrollment	Percentage	Desks	Bench
Package 1	Kurram	15	3715	63%	1885	1885
Package 2	Orakzai	15	2197	37%	1115	1115
Total		**30**	**5,912**	**100%**	**3,000**	**3,000**

Technical Specifications for school furniture for Kurram and Orakzai

Type of Item (item name)	Description / Specifications
2-Seater Desk(separate)for Primary School made of (imported) beechwood structure	**Size: Desktop**= 770*360*20, single top with joint/ Beech wood (France- imported) Dimension Desk = height 23" (584mm), length 32" (813mm), depth 14" (356mm) Dimension Bench = seat height 14" (356mm), Length 32" (813mm), Depth 12" (305mm) • Desk legs 40*20 horizontal rail 40*20 shelf 38*12, front peace 38*12, foot rest 20*20 made of 20 mm square and shelf strips 38x12mm MS (Mild steel /cold rolled IIL Karachi), wall thickness 1.2mm.). • Desk top- supporting pieces 20*20 pipe(18 gauge) • Structure best quality powder coating 40x20mm good quality rubber shoe fixed in structure footing. • Desk legs 40*20 horizontal rail 40*20 shelf 38*12, front peace 38*12, foot rest 20*20 made of 20 mm square and shelf strips 38x12mm MS (Mild steel /cold rolled IIL Karachi), wall thickness 1.2mm. • Top & desk strip finish with NC lacquer

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2-Seater Bench (separate)for Primary School made of (imported) beechwood structure	**Bench**: - leg and horizontal size 40*20, back, 20*20 mm pipe- bench seat and back made of 20*20 pipe, bench strips (seats 5 and back 3) Beech wood. (France- imported) Size: - 770*350*20 single strips/Beech wood • Bench back height = 25" (635mm) • Bench metal Structure (Separate)- • Bench (separate) outer structure made of MS (Mild steel/cold rolled IIL Karachi) 40*20mm wall thickness of the pipe 1.2mm (18guage • Structure best quality powder coating 40x20mm good quality rubber shoe fixed in structure footing. • Top & Bench strip finish with NC lacquer

Note:- UNDP will ensure that Supplier should protect Labor law (child labor is prohibited) and should follow the government SOP of COVID-19.

SECTION 5B: OTHER RELATED REQUIREMENTS

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

Delivery Term [INCOTERMS 2020] *(Pls. link this to price schedule)*	DAP
Exact Address of Delivery/Installation Location	1. Kurram 2. Orakzai (exact addresses of the ware houses/schools in above districts would be shared at the time of issuance of PO)
Mode of Transport Preferred	Land
UNDP Preferred Freight Forwarder, if any[2]	Not Applicable
Distribution of shipping documents *(if using freight forwarder)*	Not Applicable
Customs, if required, clearing shall be done by:	Not Applicable
Ex-factory / Pre-shipment inspection	Not Applicable

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

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Inspection upon delivery	Yes, Mandatory
Installation Requirements	Not Applicable
Testing Requirements	Not Applicable
Scope of Training on Operation and Maintenance	Not Applicable
Commissioning	Not Applicable
Warranty Period	Not Applicable
Local Service Support	Not Applicable
Technical Support Requirements	Not Applicable
After-sale services Requirements	☐ Provision of Furniture Repair Service during the Liability period of the contract.
Payment Terms *(max. advanced payment is 20% as per UNDP policy)*	Payment Terms are given below:

Description	Payment No.	Payment percentage for each Package
For furniture	1	50% of the total furniture cost upon acceptance of the 50% of the furniture (proportionate numbers of all type of furniture) delivered as specified and receipt of invoice along with delivery challan
	2	50% of the total furniture cost upon acceptance of the second batch of 50% of the furniture (proportionate numbers of all type of furniture) delivered as specified and receipt of invoice along with delivery challan

Conditions for Release of Payment	☒ Inspection upon arrival at destination. ☒ Written Acceptance of Goods based on full compliance with ITB requirements
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English

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SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

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

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

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ **FORM A:** Bid Submission Form	☐
▪ **FORM B:** Bidder Information Form	☐
▪ **FORM C:** Joint Venture/Consortium/ Association Information Form **(Not Applicable)**	☐
▪ **FORM D:** Qualification Form	☐
▪ **FORM E:** Format of Technical Bid/Bill of Quantities	☐
▪ **FROM G:** Form of Bid Security	
▪ [Add other forms as necessary]	☐
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	☐

Price Schedule:

▪ **FORM F:** Price Schedule Form	☐

DS

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Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	**UNDP-ITB-2020-245**		

We, the undersigned, offer to supply the goods and related services required for Procurement of Furnitures for 30 Schools in each district of Kurram and Orakzai in accordance with your Invitation to Bid No. **UNDP-ITB-2020-245** and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

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

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

a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;

b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;

c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;

d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);

e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;

f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[*Stamp with official stamp of the Bidder*]

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Form B: Bidder Information Form

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

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Please attach the following documents:	☒ Duly signed Bid Submission Form; ☒ Separate Bid Security @ **Rs.500,000/-** equivalent US$ 3,006 for each Package applied for. For all lots bid security should be Pak Rs. **1,000,000/-** equivalent US$ 6,012/. The original banking instrument should be sent to UNDP Office on the address as mentioned at serial number No.9. A scanned copy of the banking instrument must be uploaded in the eTendering System along with other requisite documents; ☒ Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured; ☒ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder; ☒ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation; ☒ POs/Delivery Notes or Challans from the Top *3* - Clients in terms of Contract Value the past three (03) years; ☒ Statement of Satisfactory Performance from the Top *3* – Clients in the past three (03) years ☒ Statement that bidder is not listed in the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council; ☒ All information regarding any past and current litigation during the last two (2) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. ☒ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past *two years (2017-18 and 2018-19);* ☒ Written acceptance of the contract/PO general terms and conditions. ☒ <u>Bidders will be required to deliver one sample of each of the required furniture items with Delivery Notes/Challans at any of following addresses as per bidders' convenience:</u> **United Nations Development Programme,** Siffwat Gayoor Road, Peshawar. Sample furniture can be taken back by bidders, after one week, after submission of bid. Note:-Suppliers should provide samples of materials/color/texture and photographs of the required furniture together with their bid submissions (samples of the item will be preferred)

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Form C: Joint Venture/Consortium/Association Information Form

(Not Allowed)

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

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

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

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

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

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

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

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

DS

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Form D: Eligibility and Qualification Form

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

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

History of Non- Performing Contracts

☐Non-performing contracts did not occur during the last 2 years
☐ Contract(s) not performed in the last 2 years

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

☐ No litigation history for the last 2 years
☐ Litigation History as indicated below

Year of dispute	Amount in dispute (in US$)	Contract Identification	Total Contract Amount (current value in US$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 2 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.



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

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

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

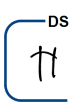
Financial Standing

Annual Turnover for the last 2 years	Year Year Year	USD USD USD
Latest Credit Rating (if any), indicate the source		

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

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

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



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Form E: Format of Technical Bid

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

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

SECTION 1: Bidder's qualification, capacity and expertise

1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).

1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.

1.3 Quality assurance procedures and risk mitigation measures.

1.4 Organization's commitment to sustainability.

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

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

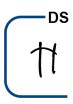
2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.

2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.

2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.

2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

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



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Goods and services to be Supplied and Technical Specifications	Compliance with technical specifications		Delivery Date 90 Days from The Purchase Order Signing *(confirm that you comply or indicate your delivery date)*	Comments
	Yes, we comply	**No, we cannot comply** *(indicate discrepancies)*		
2-Seater Desk and Bench (separate) for Primary School made of (imported) beechwood structure				
e.g. Delivery Term (DAP)				
Warranty				
Local Service Support				

SECTION 3: Management Structure and Key Personnel

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

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

Format for CV of Proposed Key Personnel

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

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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)



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FORM F: Price Schedule Form

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

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any. Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

Currency of the Bid: PKR/USD

Package-1 (Kurram)

Item #	Description	UOM	Quantity	Unit Price	Total Price
1	Desk	EA	1,885		
2	Benches	EA	1,885		
3	Transportation to schools of the targeted districts				
4	Warehouse or storage cost				
				Total Exclusive of GST	
				GST Percentage or Value	
				Grand Total Package 01 - (Inclusive of GST)	

Note:

a). GST apply only for the local bidders. UNDP will first try to obtain exemption of GST from MOFA. Incase exemption is not granted; UNDP will pay the tax amount to the supplier.

b). Bids will be evaluated on Grand Total Cost of each Package.

Package-2 (Orakzai)

Item #	Description	UOM	Quantity	Unit Price	Total Price
1	Desk	EA	1,115		
2	Benches	EA	1,115		
3	Transportation to schools of the targeted districts				
4	Warehouse or storage cost				
				Total Exclusive of GST	
				GST Percentage or Value	
				Grand Total Package 02 - (Inclusive of GST)	

Note:

a). GST apply only for the local bidders. UNDP will first try to obtain exemption of GST from MOFA. Incase exemption is not granted; UNDP will pay the tax amount to the supplier.

b). Bids will be evaluated on Grand Total Cost of each Package.

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

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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
Representative Rupee Account

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

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

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]

[insert: address and email address]

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SECTION 7: FORM FOR PERFORMANCE SECURITY

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

To: UNDP *Representative (Rupee) Account,*

[Insert contact information as provided in Data Sheet]

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....