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INVITATION TO BID

**Construction of Kindergarten Building at Anti-Corruption Judicial Center (ACJC) in
Kabul**

ITB No.: UNDP/AFG/ITB/2020/0000006869

Project: ACJC Project.

Country: Afghanistan

Issued on: **17 August 2020**

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Section 1: Letter of Invitation

UNDP/AFG/ITB/2020/0000006869 – Construction of Kindergarten Building at Anti-Corruption Judicial Center (ACJC) in Kabul.

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: Technical Requirements and Specifications
- 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
 - Form G: Form of Bid Security
 - Form H: Form of Performance Security
- Annex-1: Statement of Work (SoW)
- Annex-2: Drawings
- Annex-3: Bill of Quantity (BoQ)
- Annex-4: Technical Specifications
- Annex-5: General Conditions of Contract for Civil Works

If you are interested in submitting a Bid in response to this ITB, please prepare your offer comprising of all required documents should be submitted in accordance with Section 3, through the UNDP ATLAS E-Tendering system, which can be accessed at <https://etendering.partneragencies.org>.

No hard copy or email submissions will be accepted by UNDP:

The step by step instructions for registration of bidders and quotation/proposal submission through the UNDP ATLAS E-Tendering system is available in the instructions manual for the bidders, attached with this ITB. Should you require any training on the UNDP ATLAS E-Tendering system or face with any difficulties when registering your company or submitting your bid, please send an email to the E-Tendering Help Desk at procurement.af@undp.org.

The proposers are advised to use Internet Explorer (Version 10 or above) browser to avoid any compatibility issues with the E-Tendering system.

Please refer to E-Tendering system for closing date of this ITB.

Kindly go through this invitation letter and other documents attached here to this ITB. Should you have any question or require any clarification, please feel free to send an email to the procurement officer at procurement.af@undp.org

Please note that UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)

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

Approved by:

Title: Head of Procurement Unit

Date: August 17, 2020

Section 2: Instructions to Bidders

A. GENERAL PROVISIONS

<p>1. <i>Introduction</i></p>	<p>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</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>2. <i>Fraud & Corruption, Gifts and Hospitality</i></p>	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>

3. <i>Eligibility</i>	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
4. <i>Conflict of Interests</i>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> 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. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> 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. <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against</p>

	other Bidders may result in the eventual rejection of the Bid.
B. PREPARATION OF BIDS	
5. <i>General Considerations</i>	<p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p>
6. <i>Cost of Preparation of Bid</i>	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. <i>Language</i>	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. <i>Documents Comprising the Bid</i>	<p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> 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. <i>Documents Establishing the Eligibility and Qualifications of the Bidder</i>	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. <i>Technical Bid Format and Content</i>	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>

	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 one (1) 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 Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions: <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	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: <ul style="list-style-type: none"> a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	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,

	<p>Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. <i>Only One Bid</i>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or

	<p>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;</p> <p>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.</p>
16. Bid Validity Period	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Bid Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
18. Clarification of Bid (from the Bidders)	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Bids	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the</p>

	amendment into their Bids.
<i>20. Alternative Bids</i>	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”</p>
<i>21. Pre-Bid Conference</i>	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to ITB.</p>
C. SUBMISSION AND OPENING OF BIDS	
<i>22. Submission</i>	<p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>

<p>23. <i>Hard copy (manual) submission</i></p>	<p>23.1 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ul style="list-style-type: none"> 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. <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss or premature opening of the Bid.</p>
<p>24. <i>Email and e-Tendering submissions</i></p>	<p>24.1 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</p> <p>b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</p> <p>24.2 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-notice/resources/</p>
<p>25. <i>Deadline for Submission of Bids and Late Bids</i></p>	<p>25.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP.</p> <p>25.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>

<p>26. <i>Withdrawal, Substitution, and Modification of Bids</i></p>	<p>26.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>26.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”</p> <p>26.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>26.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
<p>27. <i>Bid Opening</i></p>	<p>27.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>27.2 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.</p> <p>27.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
<p>D. EVALUATION OF BIDS</p>	
<p>28. <i>Confidentiality</i></p>	<p>28.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>28.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP’s decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP’s vendor sanctions procedures.</p>

29. <i>Evaluation of Bids</i>	<p>29.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>29.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) a) Evaluation of Technical Bids b) Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
30. <i>Preliminary Examination</i>	<p>30.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
31. <i>Evaluation of Eligibility and Qualification</i>	<p>31.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>31.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
32. <i>Evaluation of Technical Bid and prices</i>	<p>32.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
33. <i>Due diligence</i>	<p>33.1 UNDP reserves the right to undertake a due diligence exercise, aimed at</p>

	<p>determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
<i>34. Clarification of Bids</i>	<p>34.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>34.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>34.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
<i>35. Responsiveness of Bid</i>	<p>35.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>35.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<i>36. Nonconformities, Reparable Errors and Omissions</i>	<p>36.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>36.2 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</p>

	<p>the rejection of its Bid.</p> <p>36.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>36.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
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E. AWARD OF CONTRACT

37. Right to Accept, Reject, Any or All Bids	<p>37.1 UNDP reserves the right to accept or reject any bid, to render any or all 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.</p>
38. Award Criteria	<p>38.1 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.</p>
39. Debriefing	<p>39.1 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.</p>
40. Right to Vary Requirements at the Time of Award	<p>40.1 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.</p>
41. Contract Signature	<p>41.1 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</p>

	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.
42. <i>Contract Type and General Terms and Conditions</i>	42.1 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
43. <i>Performance Security</i>	43.1 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_POPPDOCUMENT_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.
44. <i>Bank Guarantee for Advanced Payment</i>	44.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPPDOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
45. <i>Liquidated Damages</i>	45.1 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.
46. <i>Payment Provisions</i>	46.1 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.
47. <i>Vendor Protest</i>	47.1 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
48. <i>Other Provisions</i>	48.1 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

	<p>the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>48.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>48.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>
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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		Project Title:	Anti-Corruption Judicial Center (ACJC) Project.
2		Title of Goods/Services/Works required	Construction of Kindergarten Building at Anti-Corruption Judicial Center (ACJC) in Kabul
3		Country	Afghanistan
4	7	The language of the Bid	English
5		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed
6	20	Alternative Bids	Shall not be considered
7	21	Pre-Bid Conference & Site Visit	<p>Site Visit: Will be Conducted</p> <p>The bidders are highly encouraged to attend the physical site visit for having a complete understanding of Scope of Work prior to sending the formal bid to UNDP. It is highly recommended that the technical team of bidders attend the site visit.</p> <p>Site Visit Schedule: Time: 10:30 AM Kabul Time Date: 24 August 2020 Venue: Anti-Corruption Justice Centre (ACJC) Camp Heath, Camp Gibson, Qaseba, Police District 15, Kabul, Afghanistan. The UNDP focal point for the arrangement is:</p>

			<p>Procurement Unit E-mail: procurement.af@undp.org</p> <p>Bidders interested to attend the Site-Visit Must Send the Following information to the above-mentioned E-mail address Before 12:00 PM on August 22, 2020 including Participant's <u>Name, Nationality, National ID (Tazkira) or Passport Number, and Company Name.</u></p> <p>The Subject of E-mail Should be: <u>ITB Ref. No-UNDP/AFG/ITB/2020/0000006869 Site Visit.</u></p> <p>Pre-Bid Meeting: Will not be Conducted</p>
8	16	Bid Validity Period	90 days
9	12	Bid Security	Not required for this ITB
10	44	Advanced Payment upon signing of the contract	Not allowed
11	45	Liquidated Damages	<p>Will be imposed as follows:</p> <p>If the contractor fails to deliver the specified works within the time period(s) stipulated by the Contract, UNDP shall, without prejudice to its other remedies under the contract, deduct from the payments due to the Contractor, as liquidated damages, a percentage of 0.5%. Once the delay reaches to the maximum limit (10%), UNDP may consider termination of the Contract.</p>
9	43	Performance Security	<p>Required</p> <p>Amount: 10% of the total contract value</p> <p>From: Within 14 days after signature of the contract, the successful Bidder shall furnish a Performance Security to UNDP in the amount of 10% of the Contract Value.</p> <p>Performance security of 10% of the estimated price of the contract will be returned to the contractor, upon completing of all the works under the contract and issuance of Certificate of Substantial Completion.</p>
10	GCC 47.1	Defect Liability Guarantee	Defect Liability Guarantee: Upon acceptance of Substantial completion report by UNDP, the contractor shall provide a bank guarantee in the amount of 5% of the contract value to cover the Defect Liability Period of 12 months, returnable

			upon issuance of Certificate of Final Completion. During the 12 (twelve) months of Defect Liability Period, the contractor is obligated to correct, repair and/or reconstruct any faults as may arise or any items listed in the Certificate of Substantial Completion by UNDP, at the Contractors own cost and within 14 (fourteen) calendar days of notification by UNDP.
11	13	Currency of Bid	<p>United States Dollar</p> <p>For evaluation purposes bid prices expressed in different currencies shall be converted in: [US Dollars] The source of exchange rate shall be: [UN Exchange Rate] The date for the exchange rate shall be [UN Exchange rate for the month of bid submission closing date]</p>
12	18	Deadline for submitting requests for clarifications/ questions	<p>7 days before the submission deadline</p> <p>UNDP will endeavor to provide the above clarifications expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of a bid.</p>
13	18	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: UNDP Procurement Team E-mail address: procurement.af@undp.org Note : The Subject Line of email should be: UNDP/AFG/ITB/2020/0000006869</p>
14	18, 19 and 21	The manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<p>Posted directly to e-Tendering</p> <p>Supplemental Information will be uploaded to the system (Atlas-E-tendering System). Once uploaded, bidders who accepted Tender Invitation will be notified automatically by a system that changes have occurred. It is the responsibility of the bidders to view the respective changes and clarifications in the system. Note: The Subject Line Email Should read, UNDP/AFG/ITB/2020/0000006869</p>
15	25	Deadline for Submission	<p>As indicated in the e-Tendering system.</p> <p>Date and Time: As specified in the system (note that the time zone indicated in the system in New York Time zone). PLEASE NOTE:- Date and time visible on the main screen of the event (on the 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</p>

			<p>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 to the system.</p> <p>Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.</p>
16	24	Allowable Manner of Submitting Bids	<p><input checked="" type="checkbox"/> e-Tendering</p> <p>Your bid, comprising of requested documents, should be submitted through the UNDP ATLAS E-tendering system. The step by step to be followed for bid submission through the UNDP ATLAS E-tendering system is available in the instruction manual for the bidders, attached with this ITB as Annexes.</p> <p>The solicitation documents and the manual are also posted on the following websites:</p> <p>http://www.undp.org.af http://procurement-notice-undp.org/index.cfm https://www.ungm.org/notices/notices.aspx</p> <p>Once uploaded, Prospective Proposers (i.e. Proposers that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system.</p>
17	22, 23 & 24	Bid Submission Address	<p>Shall be submitted through e-Tendering System:</p> <p>https://etendering.partneragencies.org</p>
18	24	Electronic submission (email or e-Tendering) requirements	<p>Official Address for e-submission:</p> <p>https://etendering.partneragencies.org</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Format: PDF, Word, JPG files only <input checked="" type="checkbox"/> Max. File Size per transmission: [8 MB] <input checked="" type="checkbox"/> Max. No. of transmission: [not limited] <input checked="" type="checkbox"/> No. of copies to be transmitted: [one] <input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission. <input checked="" type="checkbox"/> Time Zone to be Recognized: Bid closing date is according to New York Time Zone in E-Tendering System, so please convert it to Kabul Time zone and submit your bid accordingly

19	27	Date, time and venue for the opening of the bid	In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
20	29 & 32	Evaluation Method for the Award of Contract	Lowest priced, eligible and qualified bid. <input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Eligibility and Qualification Requirements; and <input checked="" type="checkbox"/> Lowest price offer of qualified and responsive Bid
21	SCC 4.18	Expected date for commencement of Contract	<i>October 1, 2020</i>
22	Scope of Work	Maximum expected duration of the contract	60 Calendar Days Reference to Statement of Works for details.
23	37	UNDP will award the contract to:	Only one bidder
24	42	Type of Contract	Contract for Civil Works to UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
25	42	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works https://www.undp.org/content/dam/undp/library/corporate/Procurement/english/6.%20UNDP%20General%20Conditions%20of%20Contract%20for%20Civil%20Works.doc
26	SCC	Other Information Related to the ITB	N/A
27		Other documents that may be Submitted to Establish Eligibility	N/A
28	8 & 10	Structure of the Technical Bid and List of Documents to be Submitted	<ul style="list-style-type: none"> • Bid submission form signed and stamped by an authorized person (as per section 6) • Bid technical approach, work plan, including detailed Project Schedule, Implementation Timelines, Quality Assurance Mechanisms, and other relevant information signed and stamped by an authorized person (as per section 6) • Bid personnel & resume (as per section 5) • Bidder’s qualification information (as per section 5) • Bid Security (as per section 8)

29	33 & 38	Criteria for the Award and Evaluation of Bid	<u>Award Criteria</u> Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications.
30	33	Post qualification Actions	Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed; Physical inspection of the bidder’s plant, factory, branches or other places where business transpires, with or without notice to the bidder;
31		Conditions for Determining Contract Effectivity	Signing of Contract By Both Parties & receipt of Performance Security
32		Other Information Related to the ITB	N/A

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:

1. Duly signed and completed all returnable Bid Forms
2. Duly signed and completed Bid Price Schedule

Note: Bids from Logistic and Consultancy firms will not be evaluated if they do not show relevant and specific experiences in vertical construction.

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 in Afghanistan. In case of Joint Ventures, the Lead partner must be legally registered in Afghanistan	Form B: Bidder Information Form
Eligibility	The 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	Bidder to submit all relevant certificate and licenses related to the Works requested in the ITB.	Form B: Bidder Information Form
QUALIFICATION		
History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form

Previous Experience	Minimum Five (5) years of experience in provision of vertical construction services with UNDP or other international Organization, the experience with private firms may not be considered;	Form D: Qualification Form
	Completion of minimum (03) three contracts of similar size & scope (Vertical construction) within the last (05) five years. Copy of three contracts must be submitted. The contract value of at least one contract shall be \$200,000.00 or above. <i>(For JV/Consortium/Association, the lead partner shall meet the above criteria.</i>	Form D: Qualification Form
Financial Standing	Minimum annual turnover of USD 300,000.00 for the last 3 years (2017, 2018, and 2019 or 2016, 2017 and 2018) showing company turnover minimum of <u>USD 300,000.00 Annual turnover per year.</u> <i>(For JV/Consortium/Association, all parties shall meet the requirements).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standings and indicate its prospective long-term profitability with latest financial statements (profit and loss statement, including income statement and balance sheet). Audit reports prepared in languages other than English be translated into English. Audit report must be prepared and certified by an independent audit firm. <i>(For JV/Consortium/Association, all Parties shall meet the requirement).</i>	Form D: Qualification Form
Technical Evaluation	<input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the eligibility and Qualification Requirements;	Form E: Technical Bid Form
Financial Evaluation	<input checked="" type="checkbox"/> Lowest price offer of qualified/responsive Bid	Form F: Price Schedule Form

Section 5: Technical Requirements and Specifications including Statement of Works

- ✓ **Statement of Work attached as (Annex-1)**
- ✓ **Construction Drawings attached as (Annex-2)**
- ✓ **Technical Specification attached as (Annex-4)**

Section 5a: Schedule of Requirements

Please refer to Technical Specification and Scope of Works attached as Annexes.

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:

Delivery Term [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	N/A
Exact Address of Delivery/Installation Location	Anti-Corruption Justice Centre (ACJC) Camp Heath, Camp Gibson, Qaseba, Police District 15, Kabul, Afghanistan.
Mode of Transport Preferred	N/A
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents <i>(if using freight forwarder)</i>	N/A
Customs, if required, clearing shall be done by:	N/A
Ex-factory / Pre-shipment inspection	N/A.
Inspection upon delivery	Shall be performed by the Engineer representing UNDP
Installation Requirements	Shall be as per international standard (as listed in the Detailed Design Report and technical specifications) and supplied 100% design. UNDP Engineer representative will supervise quality and schedule of installation
Testing Requirements	As per specified testing requirements in line with international standards and manufacturer recommendations
Scope of Training on Operation and Maintenance	N/A
Commissioning	Shall be completed under the supervision of UNDP Engineer Representative and in line with relevant international standards and manufacturer requirements.
Warranty Period	One year after issuing completion certificate. Equipment warranties as per specification provided with ITB.
Local Service Support	N/A
Technical Support Requirements	As per project design documents and technical specifications attached to ITB.
After-sale services Requirements	N/A
Payment Terms <i>(max. advanced payment is 20% as per UNDP policy)</i>	Other (pls. specify) ____N/A____
Conditions for Release of Payment	<input checked="" type="checkbox"/> Refer to payment schedule under section 3 (SOW)
All documentations, including catalogues, instructions and manuals, shall be in this language	All documents in English
Scope of Work	N/A

Section 6: Returnable Bidding Forms/Checklist

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

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

Technical Bid:

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

Price Schedule:

▪ Form F: Bill of Quantities	<input type="checkbox"/>
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FORM A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP/AFG/ITB/2020/0000006869		

We, the undersigned, offer to supply the goods and related services required for Construction and Accommodation at UNDP CO in Kabul in accordance with your Invitation to Bid No. UNDP/AFG/ITB/2020/0000006869 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 foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

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

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

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

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

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

Name: _____
Title: _____
Date: _____
Signature: _____

[Stamp with official stamp of the Bidder]

FORM B: Bidder Information Form

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

Contact person that UNDP may contact for requests for clarifications during Bid evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	Technical Bid shall consist of one file that includes the: <ol style="list-style-type: none"> 1. Bid Technical Approach (Methodology): 2. Implementation plan: 3. The bidder's project team and organizational structure: 4. Key assets/equipment list. Qualification Bid: Please refer to Section 4: Evaluation Criteria

FORM C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP/AFG/ITB/2020/0000006869		

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 (<i>address, telephone numbers, fax numbers, e-mail address</i>)	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:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

FORM D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP/AFG/ITB/2020/0000006869		

History of Non- Performing Contracts

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

Litigation History (including pending litigation)

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

Previous Relevant Experience

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

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

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

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

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

Financial Standing

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

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

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

1. Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
2. Historic financial statements must be audited by a certified public accountant;

3. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP/AFG/ITB/2020/0000006869		

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

The bidder shall provide the following which will the technical bid requirement of this ITB:

1. Bid Technical Approach (Methodology):

- a. 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.
- b. 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.
- c. The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.

2. Implementation plan:

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

3. The bidder's project team and organizational structure:

The bidder shall demonstrate the capacity of the bidder's core team to execute the works to the satisfaction of UNDP. Bidder shall ensure that all essential roles are filled with people of the required experience. CVs shall be submitted to verify the expertise and experience of the bidder's personnel;

4. Key assets/equipment list.

The Bidder shall be required to provide copies of ownership documents proving the belonging of the equipment to the Bidder or a copy of a valid undertaking from the owner(s) of the equipment confirming that their equipment shall be made available for the implementation of these works if the contract is awarded to the Bidder;

SECTION 1: Management Structure and Key Personnel

Qualification requirement of Contractor Key personnel:

Position	Name	Nationality	Age	Education	Years of experience (with bidder in similar works)	Major works for which responsible (project/value)
Project Manager				Minimum: BSc	Minimum: 5 years in project management	
Site Engineer (Civil Engineer)				Minimum: BSc	Minimum: 5 years specifically vertical construction and civil works	
Construction Supervisor - Electrical and Mechanical Engineers				Minimum: BSc	Minimum: 4 years of onsite experience	

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
Professional certifications	<p><i>[Provide details of professional certifications relevant to the scope of goods and/o services]</i></p> <p>3. Name of institution: [Insert]</p> <p>4. Date of certification: [Insert]</p>
Employment Record/ Experience	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i></p> <p>[Insert]</p>
References	<p><i>[Provide names, addresses, phone and email contact information for two (2) references]</i></p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

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: Bill of Quantities

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP/AFG/ITB/2020/0000006869		

The Bidder is required to prepare the Bill of Quantities (BoQ) and must include a detailed cost breakdown of all goods and related services to be provided. Bidders shall price separately each Item in the BOQ and return the form duly signed with the Bid.

The Bidder is required to prepare the Financial Proposal as indicated in the Bid Data Sheet (Section 3).

The detailed cost breakdown which shall be delivered with the Financial Proposal is based on the BoQ template below. The BOQ needs to be completely filled. The cost of any item not filled is assumed to be included in another item.

The quantities set forth against the items in the BOQ are based on the tender design and are an estimate of the quantity of each kind of the work likely to be carried out under the contract and are given to provide a common basis for bids. There is no guarantee to the Contractor that it will be required to carry out the quantities of work under any one particular item in the BOQ or that the real quantities will not differ in magnitude from those stated. It is the sole responsibility of the Contractor to make himself familiar with the final required design (construction design and drawings) and calculate the real quantities required.

Pricing

- (1) The prices and rates inserted in the BOQ are to be the full inclusive values of all the works described under the items, including all costs and expenses which may be required for:
 - preparing construction of the works described together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, including all insurances, transport, staffing, etc.,
 - training of operators and
 - Operation of the entire system during the defect liability period (DLP) for one year.
- (2) It will be assumed that establishment charges, profit and allowances for all obligations are spread evenly over all the unit rates.
- (3) Bidders must price each item in the bill of quantities separately and follow the instructions regarding the transfer of various totals in the summary.
- (4) Prices for items for which no prices are given are deemed to be included in other positions of the BOQ.
- (5) Where the bidder assumes additional cost items have not been included in the BoQ, such items' costs shall be incorporated into existing cost items, thus ensuring that the project can be completed at the stated cost.
- (6) Rates and prices must be entered against each item in the BOQ. The rates will cover all tax, duty or other liabilities which are not stated separately in the BOQ and the tender.
- (7) The quantities set forth against the items in the BOQ are an estimate of the quantity of each kind of the work likely to be carried out under the contract and are given to provide a common basis for bids. There is no guarantee to the Contractor that it will be required to carry out the quantities of work under any one particular item in the BOQ or that the real quantities will not differ in magnitude from those stated.
- (8) No extra works, supplies, installations or variations on the Contract are possible.
- (9) No allowance will be made for loss of materials or volume thereof during transport or compaction.
- (10) If not otherwise stated all items shall include supply of material.

Completing the Bill of Quantities:

- (1) In the BOQ, rates and prices will be entered in the appropriate columns in USD. Errors will be corrected as follows:
 - a) Where there is a discrepancy between amounts in figures and in words, the amount in words will prevail; and
 - b) Where there is a discrepancy between the unit rate and the total amount derived from the unit price and the quantity, the unit rate as quoted will prevail.

Note: All material should be removed from the site by the contractor unless specified by UNDP representative and UNDP can keep the material for future usage.

Please refer to BOQ attached as (Annex – 3)

Note:	
1	Admin cost and transportation cost should be included in each item. It is the contractor's responsibility to make itself completely aware of all site conditions prior to completing the Bill of Quantities
2	The contractor shall make sure that all materials are the best of their kind that are available. The contractor will ensure that all commissioning of facilities is completed prior to Substantial completion Inspection SCI
3	The contractor not proceed with any concrete pouring until the UNDP engineer has certified that it is satisfactory
4	The contractor will ensure that all excavations are as per the plan and specifications
5	The contractor will not accept directions from any other person other than UNDP engineers
6	Contractor will perform all works necessary to bring the works to a standard specified in the contract documents
7	The contractor will advise immediately of any difference in the specification to the drawings and or bill of quantities or vice versa
8	The contract documents in order of precedence are 1. The specification, 2 the working drawings, 3 Bill of quantities
9	The contractor must provide all tools and materials necessary to complete the works
10	All concrete mixed on site must be in accordance with the specification including all slump tests and may be rejected by the UNDP engineer.
11	All formwork/shuttering should be straight and adequately supported.
12	All plaster surfaces should be straight and finished smooth ready to accept paintwork in accordance with the specification
13	The contractor will request an inspection 48 hrs. prior to pouring any concrete
14	The contractor is to ensure the installation of all ancillary items such as weather seals, door seals or any other item in the BoQ or specification
15	The contractor shall apply the above to all cost amendments and site instructions
16	Use UNDP Quantities for price of each item and do not change the formulas in this document.
17	The Bidder is responsible for checking the accuracy of BoQ. By submitting your bid, you indicate that you have studied the contents of the Technical Package (including drawings, product schedules, statement of works, specifications, etc.); that you have inspected the site; and that you have checked that the bill of quantities are accurate in relation to the Technical Package and the site.
18	Please provide fully complete Price Schedule according to the Bill of quantities, Statement of Work, Specifications and Drawings
19	Please conduct site visit prior quote.

Summary of BoQ

Currency **USD**
ITB No. UNDP/AFG/ITB/2020/ 0000006869

Project Title. **Construction of Kindergarten Building at Anti-Corruption Judicial Center (ACJC) in Kabul**

Location **KABUL AFGHANISTAN**
Date:

Item Name	Sub Total Cost USD
1. General	
2. Site	
3. Structure	
4. Water & Sewer Services	
5. Electrical Services	
Total Cost USD:	

BOQ Value in words:

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

FORM G: Form of Bid Security (NOT APPLICABLE)

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 Resident Representative (Abdallah Al Dardari)
[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 [Click here to enter a date](#) to execute Construction of New Accommodation Facility in Kabul for UNDP CO (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:

1. Fails to sign the Contract after UNDP has awarded it;
2. Withdraws its Bid after the date of the opening of the Bids;
3. Fails to comply with UNDP’s variation of requirement, as per ITB instructions; or
4. 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: Form for Performance Security

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

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

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *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 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address