

## **INVITATION TO BID**

## Establishment of Long Term Agreement (LTA) for Emergency Intervention Works at Cultural Heritage Sites

- ITB No.: UNDP CYP ITB 178 EID 7035-2020
- Project: MULTIPLE SITES
- Country: CYPRUS
- Issued on: 9 September 2020

Sect	ion 1.	Let	tter of Invitation	4
Sect	ion 2.	Ins	struction to Bidders	5
	GE	ENEF	RAL PROVISIONS	5
		1.	Introduction	5
		2.	Fraud & Corruption, Gifts and Hospitality	5
		3.	Eligibility	5
		4.	Conflict of Interests	6
	B.	F	PREPARATION OF BIDS	6
		5.	General Considerations	6
		6.	Cost of Preparation of Bid	6
		7.	Language	6
		8.	Documents Comprising the Bid	6
		9.	Documents Establishing the Eligibility and Qualifications of the Bidder	7
		10.	. Technical Bid Format and Content	7
		11.	Price Schedule	7
		12.	Bid Security	7
		13.	Currencies	7
		14.	. Joint Venture, Consortium or Association	8
		15.	. Only One Bid	8
		16.	Bid Validity Period	9
		17.	Extension of Bid Validity Period	9
		18.	. Clarification of Bid (from the Bidders)	9
		19.	Amendment of Bids	9
		20.	Alternative Bids	9
		21.	Pre-Bid Conference	10
	C.	S	SUBMISSION AND OPENING OF BIDS	10
		22.	Submission	10
		Ha	rd copy (manual) submission	
		Em	nail and eTendering submissions	
		23.	. Deadline for Submission of Bids and Late Bids	11
		24.	. Withdrawal, Substitution, and Modification of Bids	11
		25.	Bid Opening	11
	D.	E	EVALUATION OF BIDS	11
		26.	. Confidentiality	11
		27.	. Evaluation of Bids	11
		28.	Preliminary Examination	12
		29.	. Evaluation of Eligibility and Qualification	12
		30.	. Evaluation of Technical Bid and prices	12

3	1. Due diligence	12
3	2. Clarification of Bids	12
3	3. Responsiveness of Bid	13
3	4. Nonconformities, Reparable Errors and Omissions	13
E.	AWARD OF CONTRACT	13
3	5. Right to Accept, Reject, Any or All Bids	13
3	6. Award Criteria	13
3	7. Debriefing	14
3	8. Right to Vary Requirements at the Time of Award	14
3	9. Contract Signature	14
4	<ol><li>Contract Type and General Terms and Conditions</li></ol>	14
4	1. Performance Security	14
4	2. Bank Guarantee for Advanced Payment	14
4	3. Liquidated Damages	14
4	4. Payment Provisions	14
4	5. Vendor Protest	14
4	6. Other Provisions	15
Section 3. B	id Data Sheet	16
Section 4. E	valuation Criteria	19
Section 5: G	eneral Requirements, Technical Specifications and Drawings	21
Section 6: B	idding Forms / Checklist	26
	A: Bid Submission Form	
Form	B: Bidder Information Form	28
Form	C: Joint Venture/Consortium/Association Information Form (if applicable)	30
	D: Eligibility and Qualification Form	
Form	E: Technical Bid (Technical Capacity)	34
	۸ F: Bill of Quantities (Price Schedule)	
	A G: Form of Bid Security Error! Bookmark not de	

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the abovereferenced 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: Bidding Forms • Form A: Bid Submission Form • Form B: Bidder Information Form

- Form C: Joint Venture/Consortium/Association Information Form
- o Form D: Qualification Form
- Form E: Technical Bid (Technical Capacity)
- o Form F: Bill of Quantities (Price Schedule)

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

Please click the "Accept Invitation" button in eTendering system. This will enable you to receive notifications on amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

Bids may be submitted only via e-tendering system to the address below:

https://etendering.partneragencies.org

#### BU Code: CYP10 and Event ID 0000007035

Existing users (already registered into the system) should use their login credentials (user id and password).

The new users should create their bidder profile in the system by using the below login credentials.

Username: event.guest Password: why2change

Once uploaded, Bidders that have accepted the invitation in the system will be notified via e-mail if any changes have occurred. It is the responsibility of the Bidder to view the respective changes and clarifications in the system. Documents uploaded in the system as part of your quotation must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Please consult eTendering Resources for Bidders for additional information on bidding:

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

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

Issued by Title: PROCUREMENT ANALYST Date: **September 9, 2020**  Approved by: Title: SENIOR PROGRAMME MANAGER/HEAD OF OFFICE Date **September 9, 2020** 

## 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 <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a>		
	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 ( <u>www.ungm.org</u> ). 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 <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a>		
	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 <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a>		
3. Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.		
	3.2	It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.		

4.	Conflict of Interests	4.1	Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
		4.2	<ul> <li>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;</li> <li>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</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> <li>In the event of any uncertainty in the interpretation of a potential conflict of</li> </ul>
			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:
			<ul> <li>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</li> </ul>
			<ul><li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li><li>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</li></ul>
		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 O	FBID	S
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.
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:

Establishing the Bligbility and Coulifications of the Bidder         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 well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in 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 in the BDS.           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. Price Schedule         11.1 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, and the Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.           12.1 A Bid Security will be the UNDP. How the Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity priod i			
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<ul> <li>by the ITB but is not found in the Bid, the offer shall be rejected.</li> <li>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.</li> <li>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.</li> <li>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> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ul> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>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.</li> </ul> </li> </ul></li></ul>	12. Bid Security		indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30)
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			<ul> <li>specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ul> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of</li> </ul> </li> </ul>
	13. Currencies	13.1	

	Where Bids are quoted in of all Bids:	different currencies, for the purposes of comparison
		currency quoted in the Bid into the UNDP preferred e with the prevailing UN operational rate of exchange nission of Bids; and
	different from the pre	P selects a Bid for award that is quoted in a currency ferred currency in the BDS, UNDP shall reserve the tract in the currency of UNDP's preference, using the ecified above.
14. Joint Venture, Consortium or Association	Venture (JV), Consortium of Bid that : (i) they have desi with authority to legally bir jointly and severally, which among the legal entities, ar the contract, the contract s	legal entities that will form or have formed a Joint or Association for the Bid, they shall confirm in their gnated one party to act as a lead entity, duly vested ad the members of the JV, Consortium or Association a shall be evidenced by a duly notarized Agreement ad submitted with the Bid; and (ii) if they are awarded shall be entered into, by and between UNDP and the o shall be acting for and on behalf of all the member at venture.
		mission of Bid, the lead entity identified to represent ociation shall not be altered without the prior written
		ember entities of the JV, Consortium or Association s of Clause 9 herein in respect of submitting only one
	clearly define the expected delivering the requirement or Association Agreement	anization of the JV, Consortium or Association must d role of each of the entities in the joint venture in s of the ITB, both in the Bid and the JV, Consortium . All entities that comprise the JV, Consortium or ct to the eligibility and qualification assessment by
	14.5 A JV, Consortium or Assoc should clearly differentiate	iation in presenting its track record and experience between:
	a) Those that were under and	taken together by the JV, Consortium or Association;
	b) Those that were under or Association.	taken by the individual entities of the JV, Consortium
	are permanently or were to cannot be claimed as the those of its members, but	ted by individual experts working privately but who emporarily associated with any of the member firms experience of the JV, Consortium or Association or a should only be claimed by the individual experts ation of their individual credentials
		tions are encouraged for high value, multi-sectoral ectrum of expertise and resources required may not n.
15. Only One Bid	-	ndividual members of any Joint Venture) shall submit wn name or as part of a Joint Venture.
	to have any of the followin	or more Bidders shall all be rejected if they are found g: ne controlling partner, director or shareholder in

	<ul> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>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;</li> <li>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.</li> </ul>
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.
	<ul><li>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.</li></ul>
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.
C. SUBMISSION AN	ID OPE	NING 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.
		<ul> <li>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: <ol> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> </li> </ul>
		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	22.5	Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:
submissions		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: <u>http://www.undp.org/content/undp/en/home/operations/procurement/busine</u>

23. Deadline for Submission of Bids and Late Bids	23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP
	23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.
24. Withdrawal, Substitution, and	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.
Modification of Bids	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.
	<ul> <li>27.2 Evaluation of Bids shall be undertaken in the following steps:</li> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> </ul>

	<ul> <li>b) Evaluation of prices</li> <li>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</li> </ul>
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).
	<ul> <li>29.2 In general terms, vendors that meet the following criteria may be considered qualified: <ul> <li>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;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments</li> <li>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;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients</li> </ul> </li> </ul>
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 Technica 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	<ul> <li>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:</li> <li>a) Verification of accuracy, correctness and authenticity of information</li> </ul>
	<ul> <li>provided by the Bidder;</li> <li>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;</li> <li>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;</li> </ul>
	<ul> <li>d) Inquiry and reference checking with previous clients on the performance or on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
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 be rejected.
E. AWARD OF CON	TRAC	r
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 <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
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 <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20</a> <a href="https://pom.docx&amp;action=default">form.docx&amp;action=default</a> 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 <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20</a> and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=de fault
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 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a> <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a> <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a> <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a> <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a>

## 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)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will be Conducted
			Pre-bid Conference: Time: 11:00 – 12:00 CYPRUS LOCAL TIME Date : 02 October 2020 Format: via Skype Business Call (interested bidders should send their requests with their <b>email</b> to be used in this call to <u>solicitations.cy@undp.org</u> latest by 23 September 2020, 16:00 Cyprus local time.
5	16	Bid Validity Period	90 days
6	13	Bid Security	Not Required
7	42	Advanced Payment upon signing of contract	Not Allowed
8	43	Liquidated Damages	Will not be imposed
9	40	Performance Security	Not Required
10	12	Currency of Bid	EURO
11	31	Deadline for submitting requests for clarifications/ questions	<ul> <li>4 days before the submission deadline.</li> <li>UNDP will provide clarifications up to 3 days from the deadline for submission of bids.</li> <li>UNDP may also carry out revisions to the bid documents up</li> </ul>

			to <b>3 days</b> before the deadline for submission of bids.
			UNDP <u>may extend</u> the bid submission deadline up to <u>1 day</u> <u>before</u> the deadline for submission.
12	31	Contact Details for submitting clarifications/questions	E-mail address: <u>solicitations.cy@undp.org</u>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly through eTendering
14	23	Deadline for Submission	For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone. Please note that the EST/EDT (New York) time zone is 7 hours behind the local time in Cyprus.
			PLEASE see eTendering case id: <b>0000007035</b>
14	22	Allowable Manner of Submitting Bids	<ul><li>Submission through UNDP Etendering system only.</li><li>Bids received through any other manner will not be considered.</li></ul>
15	22	Bid Submission Address	https://etendering.partneragencies.org Insert BU Code: <b>CYP10</b> and Event ID <b>000007035</b>
			Existing users (already registered into the system) should use their login credentials (user id and password).
			The new users should create their bidder profile in the system by using the below login credentials.
			<u>Username: event.guest</u> <u>Password: why2change</u>
16	22	Electronic submission (email or eTendering) requirements	<ul> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> </ul>
17	25	Date, time and venue for the opening of bid	In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.

18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	December 1, 2020
20		Maximum expected duration of contract	<ul><li>Initially for 12 months with possibility of extension up to 36 months.</li><li>Each site will have a different completion duration. UNDP will confirm when the works will be done in each site and issue a Purchase Order (PO) accordingly. The delivery duration will be different for each site and latest delivery date for all works will be contract end date.</li></ul>
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Face Sheet Contract/Long Term Agreement http://www.undp.org/content/undp/en/home/procurement/busi ness/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works http://www.undp.org/content/undp/en/home/procurement/busi ness/how-we-buy.html
24		Other Information Related to the ITB	The Sites are located in Turkish Cypriot community.
25	39	Special Conditions to the General Conditions of the Contract	N/A

#### **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))
- Bid Validity

#### **Minimum Eligibility and Qualification Criteria**

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

If the Bid is submitted as a Consortium, 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
<b>Bankruptcy</b> 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		
QUALIFICATION		
History of Non- Performing Contracts <sup>1</sup>	Performing contractor default for the last 3 years. (2017, 2018 and 2019)	
Litigation History	No consistent history of court/arbitral award decisions against the Bidder in the last 3 years. (2017, 2018 and 2019)	Form D: Qualification Form

<sup>&</sup>lt;sup>1</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Previous Relevant Experience	List of only previous similar assignments successfully completed in 2017, 2018 and 2019. Completion of minimum 2 Conservation projects of cultural heritage sites (churches, mosques or similar structures) in 2017, 2018 and 2019. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Attachment of the statements of Satisfactory Performance from the clients. Letter of references from previous employers for the project listed must be rated `satisfactory` or above to be compliant with the technical evaluation. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
	Minimum value, nature and complexity of the completed works similar/relevant to the project works not less than <b>200,000 Euro</b> implemented in 2017, 2018 and 2019. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Financial Standing	Minimum cumulative turnover of <b>200,000 Euro</b> for the years of 2017, 2018 and 2019 certified by the company accountant. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. Current ratio for average for the last 3 years should not be less than <b>1</b> . (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Technical Evaluation	<ul> <li>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.</li> <li>Section 1: Current Contracts and</li> <li>Section 2: CVs of key personnel </li> <li>(at least 1 of the team members must be women)</li> </ul>	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.	Form F: Price Schedule Form

# Section 5: General Requirements, Technical Specifications and Drawings

#### 1. GENERAL

The main purpose of this contract is to establish a Long Term Agreement (LTA) with a Construction Company to carry out on request emergency interventions repairs at cultural heritage sites for the Turkish Cypriot community.

At each site that will require emergency intervention UNDP will prepare Statement of Works for that site using the descriptions and the unit rates entered in the Bill of Quantities.

The sites will be in different locations. For this ITB, 10 sites are assumed.

#### 1.1 MOBILISATION

Within 48 hours of being instructed in writing the contractor shall establish on site;

- Site setup composing of portable chemical sanitary unit with wash basin
- Portable covered or enclosed space for laborers resting place min 5m2
- Generator for required power needs for the works and for the site use
- Water for the works and for the site use

#### **1.2 TEMPORARY SAFETY TO THE PUBLIC**

Within 48 hours of being instructed in writing the contractor shall install temporary safety barriers with one of the following described details;

- 1m height hard plastic fence delineating unsafe areas and posting at least 4 sets of notices in three languages,
- 1.5m metal fence with portable bases delineating unsafe areas and posting 4 sets of notices in three languages,
- 2m metal fence with portable bases delineating unsafe areas and posting 4 sets of notices in three languages.

#### 1.3 HEALTH & SAFETY

Site safety measures include all Health & Safety elements related to construction sites and as required by the applicable regulations under the supervision and responsibility of a Health & Safety officer;

- PPE for site personnel
- PPE for COVID measures
- First aid kit

#### **1.4 SCAFFOLDS FOR WORKS**

The set-up, erection and dismantling of internal and external scaffoldings must be designed and executed by the health & safety officer of the contractor. Scaffolding installations must meet the following but not limited to;

- Fabricated tube and coupler system must be used for all scaffolds
- Base poles must be levelled and secured on rigid ground and wooden planks/boards
- Before erection of the internal scaffolding the floor must be covered with nylon and the feet of the scaffolding must sit on wooden planks
- Scaffold platforms must be minimum 80cm wide and fully planked
- Wooden planks will be used at the joints between the scaffolds and the masonry
- Two side bars will be installed at 45cm and 90cm and same should be put at all ends.
- All horizontal openings larger than 20cm must be protected
- Working space between a wall and the scaffolding must not exceed 30cm

- In case of larger space is not avoidable guardrails should be provided
- Scaffolds with a height to base width ratio of more than 4:1 must be externally supported
- Cross braces should be used where necessary
- Toe boards should be installed at the all edges
- Scaffold platforms must be kept clean at all times.

#### 2. WORKS ITEMS - INTERVENTIONS:

Depending on the type of intervention the works items will be selected, and the contractor will be instructed accordingly.

#### 2.1 CLEANING AND DISPOSAL

This work item will involve with one of the below depending on the particularity of the site;

- Sweeping of hard surfaces with soft brushes from all foreign material, storing and disposing these properly
- Surficial cleaning of earth surfaces with soft brushes and disposing these properly.

#### **2.2 VEGETATION TREATMENT AND REMOVAL**

All organic growth on the roof, buttresses, internal and external walls must be treated with Glyphosate based herbicide or equivalent, that is suitable for vegetation removal on masonry monuments.

- Vegetation should not be cut before the application of herbicide. The leaves of the plants must remain as the herbicide acts through photosynthesis.
- Herbicide should not be applied on windy and/or rainy weather conditions.
- It must be taken into consideration that the application of herbicide cannot be effective if the area gets wet subsequent the 48 hours after the application. In this case the application process must be repeated.
- Before herbicide application the area must be cleaned and brushed carefully. The application area must be checked to be free from excess dust and soil.
- After at least 15 days from the application of herbicide the vegetation is expected to dry. The application area must be monitored carefully and after 14 days if the organic growth is not fully dried, the herbicide treatment should be repeated with the same sequence until the vegetation is fully dry.
- Injecting herbicide into woody plants which are 2m or nearer to the structure and removing after 3-4 weeks.
- Once the vegetation is dried Engineer's approval required for cut and/or remove the organic growth.

#### **2.3 PRUNING OF TREES**

Cutting off branches of trees growing close to the structure and disposing.

Removing trees that affect the base of the structure with their roots or cutting them and using herbicide to stop growth.

#### **2.4 STONE-WORKS**

Stonework will include replacement of stones with similar characteristics and dimensions ranging from 20cm to 60cm in width and height and depth ranging from 20cm to 40cm.

Installation of stones into voids with similar characteristics and dimensions.

Broken (cracked) or heavily weathered stones (mainly dressed stones) are to be replaced in several positions indicated.

New stones should be of similar characteristics as the stone to be replaced (colour, texture, hardness, size etc.).

Use readymade mortar made from hydraulic lime for building the stones

#### **2.5 CORNICES**

- Repairs of cornice stones
- Carving and installation of new cornice stones

#### 2.6 GROUTING

Will be applied for serious cracks on walls, arches and vaults in order to strengthen and improve the mechanical properties of the structure.

Areas in need of grouting can only be specified, by the engineer after surfaces are cleaned from plants and vegetation.

Grouting material must be of fine hydraulic lime mortar, such as Kimia Limepor 100, Mapei Antique I, Albaria calce Alletamento or equivalent.

Grouting is to be applied as per manufacturers recommendations in the following steps:

- Cleaning of crack or area to be treated,
- Insertion of plastic injection tubes at a distance of about 50 cm,
- Sealing of crack/joints with lime mortar,
- Injection with fluid mortar starting from bottom of wall,
- Sealing of first point of injection when material comes out of the second etc.
- If the work is applied to an extended area, the work must be done from bottom to top in rows of about 1m each. Material of first row must be dry before going to the upper one.
- Cleaning of stone surface, removal of plastic tubes and sealing of holes.

Mixing and injection machinery, plastic tubes 12 to 16 mm in diameter (to be penetrated 30 cm into the wall) are required for application of grouting. The last 10cm of the tube into the masonry should be perforated along the perimeter to allow better diffusion of grouting

The pressure should be always monitored with appropriate manometer and should not exceed 1atm unless the Engineer instructs for a higher pressure.

#### 2.7 POINTING - REPAIR OF JOINTS

Pointing with hydraulic lime mortar (colour matching to be ensured) – up to a depth of 2cm.

Repair of joints between stones with hydraulic lime mortar (colour matching to be ensured) – from 2 cm up to a depth of 10cm

The procedure includes:

- Cleaning of joints to a depth of at least 7cm and maximum 10cm. Use hand equipment carefully not to damage the stones
- Removing debris and washing with potable water
- Fill the joints with mortar made from hydraulic lime (Albaria Allettamento or other equivalent) up to the depth of 2cm from the face of the wall.
- Finish the joint with pointing. The mortar should be made from hydraulic lime and appropriate proportions of sands (grey, white, brownish) and additives to achieve compatibility of colour. Consider that sample must be made for approval
- For the repair of the joint the mortar must be applied in layers and each one must be thoroughly compacted.
- Pointing must be slightly recessed (0.5-1cm) from stone surface and not be spread on stone surface. Excess mortar must be cleaned before dry.
- Mortar must be protected by rapid drying with damp cloth during summer period and must be regularly sprayed with water to be kept humid and to dry slowly.

#### 2.8 FILLING OF CRACKS AND DISLOCATED JOINTS ON WALLS

To prevent water ingress into masonry body cracks and dislocated joints shall be filled with lime based mortar (albaria allettamento of equivalent) and as follows;

- Filling with hydraulic lime mortar width up to 5cm and depth of up to 10cm
- Filling with hydraulic lime mortar width up to 5cm and depth of 11 20cm
- Filling with hydraulic lime mortar width between 5 and 10 cm and depth of up to 10cm
- Filling with hydraulic lime mortar width between 5 and 10 cm and depth of 11 20cm

#### 2.9 ROOFWORKS – NO TILES

If roofs are entirely covered by the traditional "lime-mortar" material and exhibits surface failure and/or cracks.

Defective surfaces will be removed, and the same material will be reconstructed. The new "lime mortar" material for repairs will be used to differentiate with the original.

Defective areas (loose or cracked material) must be cleaned up to a depth of min 15cm. The area must be cleaned with clean potable water the new "lime-mortar will be reconstructed in layers of about 5 cm each. The material must remain wet and protected by direct sun so as to dry slowly. It must be sprayed regularly for at least 15 days and be protected by damp cloth.

If there are presence of biological organisms, surfaces must be cleaned from bio deteriorating organisms. Antimould biocide (Kimistone BIOCIDA or similar) to be applied with brush, roller or spray according to the manufacturer's recommendations

To prevent water ingress from roof, a new roofing insulating material will be applied. The whole surface must be thoroughly cleaned with water under pressure so as loose materials and dirt will be removed. Application of insulation material - masterseal 390 or equivalent.

#### 2.10 INSERTION OF WOODEN TIE BEAMS

In order to improve the diaphragmatic function of dome base, the original system of tie beams must be restored. Thus, new wooden tie beams must be inserted where the original ones have been damaged, cut off or removed.

New tie beams must be inserted into walls/arches by removing existing wood remnants and the stones from one side so as to allow access. New tie beams must be inserted into walls/arches for at least 20 cm and be built and fixed properly.

#### 2.11 CAPPING SACRIFICIAL LAYER

Placing hydraulic lime mortar minimum 8-10cm as per manufacturer recommendations on horizontal surfaces to prevent water ingress into masonry body maximum horizontal width of 50cm. Hydraulic mortar Albaria SP2 or equivalent will be used.

#### 2.12 PLASTERING

Plastering will be implemented in one of the manners as below;

- Plastering with 2 coats of gypsum as per manufacturer's recommendations.
- Plastering with 2 coats of hydraulic lime mortar as per manufacturer recommendations.
- Plaster repairs with gypsum mortar (removal of loose plaster and re-plastering)
- Plaster repairs with hydraulic lime mortar (removal of loose plaster and re-plastering)

Hydraulic mortar Albaria SP2 or equivalent will be used. The colour will be white (ish) (subject to engineer's decision). The thickness of the new plaster should not exceed the existing one.

Plasters shouldn't be applied on the walls at the initial stage. Prior to plastering, monitoring of the humidity should take place.

Before application of plaster, wall must be wet. Plastering must be in layers according to manufacturers' instructions. The surface of each layer should remain rough for better application of next one. The final layer should be worked with wood float, trowels and floating rule.

Plaster should be sprayed regularly for 15 days for gradual drying. Externally should be also protected with PVC membrane or damp cloth to prevent rapid drying.

#### 2.13 PROPPING UP - VERTICAL AND LATERAL

Under each load-bearing element such as arches and vaults props will be installed at every 50cm. Props will be adjustable tubular iron of at least 3mm thickness and with bases resting on 50x50 cm 35mm thick wooden planks.

Wooden planks must be restrained on all sides.

Interface with masonry will be plywood of 50mm thickness.

Provide similar section inclined props for lateral stability connected to the main props with the use of appropriate clamps and fixed to the ground with the use of concrete or stone blocks

#### 2.14 CLOSING OF OPENINGS

Installation of simple wooden and iron mesh closing element of openings (doors and windows) – wood will be pine softwood and to be treated with Silvanol LM; mesh of 2x2cm treated with antirust paint.

#### **2.15 PERMANENT FENCING**

Either one of these fencing details may be implemented.

- 1.5m metal galvanised chainlink (max 10x10) fence with fixed in-situ bases delineating the plot; posts at every 2m and diagonals on corners, turns and at every 20m,
- 1.5m plastic coated galvanised chainlink fence (max 10x10) with fixed in-situ bases delineating the plot; posts at every 2m and diagonals on corners, turns and at every 20m,
- 2m metal galvanised chainlink (max 10x10) fence with fixed in-situ bases delineating the plot; posts at every 2m and diagonals on corners, turns and at every 20m,
- 2m plastic coated metal fence (max 10x10) with fixed in-situ bases delineating the plot; posts at every 2m and diagonals on corners, turns and at every 20m.

Diagonals will be welded on posts at 45-degree angles. No tie beams under fencing is envisaged.

#### 2.16 DRAINAGE

The aim of drainage is to convey rainwater away from the structure walls and not to construct drainage channels of any kind.

Slope formation of at least 2% away from wall and to a minimum distance of 1m from wall will be made from existing earth surfaces. Soil will be tamped and compacted.

If needed soil can be carted in from outside.

#### 2.17 CONCRETE WORKS

Although concrete works are not much used in cultural heritage sites pricing of concrete shall be made taking into account the following;

- Formworks (fairface)
- Reinforcement B500C cut, bent and place
- Concrete (gross beton) C16 compacted and cured
- Concrete C20/25 compacted and cured
- Concrete C25/30 compacted and cured

#### NOTE:

Bidders will give unit prices considering the following:

- Distances from Nicosia up to 40km, 80km and 120km radius.
- Will include performance bank guarantee costs in its unit rates.
- $\circ$  Will include insurance costs of at least Euro 50,000 for employer's liability and Euro 30,000 for the works.

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?	
<ul> <li>Form A: Bid Submission Form</li> </ul>	
<ul> <li>Form B: Bidder Information Form</li> </ul>	
<ul> <li>Form C: Joint Venture/Consortium/ Association Information Form applicable)</li> </ul>	(if
<ul> <li>Form D: Eligibility and Qualification Form</li> </ul>	
<ul> <li>Form E: Format of Technical Bid/Bill of Quantities</li> </ul>	
<ul> <li>Any other Forms as necessary</li> </ul>	
Have you provided the required documents to establish compliance evaluation criteria in Section 4?	e with the $\Box$

#### **Bill of Quantities:**

|--|

## Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP CYP ITB 178 EID 7035-2020		

We, the undersigned, offer to supply the goods and related services required for **Establishment of Long Term Agreement (LTA) for Emergency Intervention Works at Cultural Heritage Sites** in accordance with your Invitation to Bid No. **UNDP CYP ITB 178 EID 7035-2020** 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 postemployment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

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

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

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

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

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

Name:	
Title:	
Date:	
Signature:	

[Stamp with official stamp of the Bidder]

## Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	□ 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]
ls your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may	Name and Title: [Complete]

contact for requests for	Telephone numbers: [Complete]
clarifications during Bid evaluation	Email: [Complete]
Please attach the following documents to Form B:	<ul> <li>General Information with official registration documents of the Bidder from the companies registrar, such as the legal status, place &amp; registration of the office, shareholders and board of directors. There is no need to submit the company constitution.</li> </ul>
	<ul> <li>Compliance with Clause 26 Certification from the contractors' associations that the bidder has been registered as building contractor for the current year.</li> </ul>
	<ul> <li>Site Incident &amp; Accident History with a letter obtained from the relevant authorities.</li> <li>Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by</li> </ul>
	<ul> <li>the Bidder, if any</li> <li>Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li>Cortificate of lagorametrics (Business Desistantion)</li> </ul>
	<ul> <li>Certificate of Incorporation/ Business Registration</li> <li>Trade Name registration papers – if applicable</li> <li>Local Government permit to locate and operate in assignment location, if applicable</li> <li>Official Letter of Appointment as local representative, if</li> </ul>
	<ul> <li>Bidder is submitting a Bid in behalf of an entity located outside the country</li> <li>Power of Attorney – if applicable</li> </ul>
	<ul> <li>List and value of projects performed for the last 3 years, plus client's contact details who may be contacted for further information on those contracts;</li> </ul>
	<ul> <li>CVs of proposed key personnel as per the requirement of ITB.</li> <li>Statement of Satisfactory Performance from the Top two (2) Clients in terms of similar projects completed within last 3 years;</li> </ul>
	<ul> <li>Last 3 years Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years (2017, 2018 and 2019) as per the requirement of ITB.</li> </ul>
	<ul> <li>Form A: Bid Submission Form</li> </ul>
	<ul> <li>Form A: Bid Submission Form</li> <li>Form B: Bidder Information Form</li> </ul>
	<ul> <li>Form C: Joint Venture Information Form</li> </ul>
	Form D: Qualification and Eligibility Form
	Form E: Format of Technical Bid Form
	<ul> <li>Form F: Price Schedule Form/Bill of Quantities</li> </ul>

## Form C: Joint Venture/Consortium/Association Information Form (if applicable)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP CYP ITB 178 EID 7035-2020		

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]
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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: Date:	Signature: Date:
Name of partner:	Name of partner:
Signature:	Signature:
Date:	Date:

## Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP CYP ITB 178 EID 7035-2020		

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

## **History of Non- Performing Contracts**

□Non-performing contracts did not occur during the last 3 years								
	□ Contract(s) not performed in the last 3 years							
Year	Non- performed portion of contract	Contract Identification	<b>Total Contract Amount</b> (current value in EURO)					
		Name of Client: Address of Client: Reason(s) for non-performance:						

## Litigation History (including pending litigation)

$\Box$ No litigation history in the last 3 years – 2017, 2018 and 2019							
□ Litigation	□ Litigation History in the last 3 years – 2017, 2018 and 2019						
Year of dispute	Amount in dispute (Euro)	Contract Identification	<b>Total Contract Amount</b> (current value in Euro)				
		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 from 2017 to 2019.

List only those assignments for which the Bidder was legally 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.

□ Total value of works similar/relevant to the project during the years of 2017, 2018 and 2019 – minimum Euro 200,000

 $\Box$  Total number of works **similar/relevant** to the project with the below specifications — during the years of 2017, 2018 and 2019 – **minimum 2**.

No	Date of Commence	Date of Completion	Title of contract	Description of works (reinforced concrete and/or steel structures – total surface area in m2)	Client & Reference Contact Details	No of floors	Contractor role (Sole or partner in consortium)	Final Contract Price (EUR)	Empl oyers Refer ence
1									
2									
3									
•									

Bidders or partner of a consortium is requested to list all relevant contracts, of a similar nature and complexity to the contract for which the Bidder is tendering, undertaken during the years of 2017, 2018, 2019.

 $\Box$  Attached are the Statements of Satisfactory Performance from the clients. Letters of references from previous employers for the projects listed as technical experience must be rated '<u>satisfactory'</u> or above to be for the bidder/s to be considered compliant with the technical evaluation.

## **Financial Standing**

□ Cumulative turnover of the years 2017, 2018 and 2019 not to be less than <b>Euro 200,000</b>								
Annual Turnover for the years	Year 2017	EUR						
	Year 2018	EUR						
	Year 2019	EUR						
	Total:	EUR						
Latest Credit Rating (if any), indicate the source								

□ Average current ratio of years 2017, 2018 and 2019 is not less than 1.00.						
<b>Financial information</b> (in Euro equivalent)	Historic information for the years 2017, 2018 and 2019					
	Year 2017	Year 2018	Year 2019			
	Information from Balance Sheet					
Total Assets (TA)						
Total Liabilities (TL)						
Current Assets (CA)						
Current Liabilities (CL)						
Current Ratio						
Average Current Ratio (2017,2018 and 2019)						

Certified by the Company's approved Accountant

(Seal)

## **Form E:** Technical Bid (Technical Capacity)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP CYP ITB 178 EID 7035-2020		

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 Current Contracts

Bidders shall provide information on the current contracts that the bidder has at the time of the bid submission.

Title of contract/works	Employer / Contracting Authority	Contract Duration	Duration left to complete	Contract Amount	Balance of Contract

#### **SECTION 2: Management Structure and Key Personnel**

#### 2.1 Supervision Setup for the Contract/List of Personnel

The Bidder shall indicate all major technical personnel which must be made available for the contract on and whether these technical personnel are staff of the Bidder or will be contracted.

On site;

- Site Engineer; with 8 years of post-education experience; involved in at least 2 similar conservative works, 6 years of site experience fluent in English.
- Health & safety officer; 5 years of post-education and at least 3 years of being at site; 2 projects as HS officer fluent in English.

#### List of Supervision Setup for the Contract

Position	Name & Surname	Gender	Year of graduation	• • • •	ractical years perience	 er of relevant c experiences	Own Personnel or to be Contracted	indicate how many years with the company
Site Engineer					(at least 8)	(at least 6)		
Health & Safety Officer					(at least 5)	at least 3)		

#### 3.2 CVs of Key Personnel

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 their responsibilities. Please note that non-compliance with requirements for the key personnel may cause reason for rejection of the tender.

## Format for CV of Proposed Key Personnel

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

Reference 1: [Insert]
Reference 2: [Insert]

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

Signature of Personnel

Date (Day/Month/Year)

## FORM F: Bill of Quantities (Price Schedule)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP CYP ITB 178 EID 7035-2020		

The Bidder is required to fill the BoQ (Bill of Quantities) with the provided format attached as Form F. The completed BoQs must be attached to this form.

In case of any discrepancy between the total price entered into the eTendering system and the calculated total price after the arithmetic checks of the submitted Form F; Bill of Quantities, please note that the unit prices entered into Form F; Bill of Quantities will prevail.

Currency of the Bid: Euro

Name of Bidder:	
Authorised signature:	
Name of authorised signatory:	
Functional Title:	