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INVITATION TO BID

Development of Long-Term Agreements for refrigerant tools and equipment for the implementation of Montreal protocol related projects.

ITB No.: GP600914

Country: Global

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Section I. Letter of Invitation

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

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

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Returnable Bidding Forms
- Section 7: contract to be signed – Long Term Agreement.
 - 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

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.

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

Section 2. Instruction to Bidders

GENERAL PROVISIONS	
1. Introduction	<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>
2. Fraud & Corruption, Gifts and Hospitality	<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. Eligibility	<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</p>

	<p>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. Conflict of Interests	<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. <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <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 other Bidders may result in the eventual rejection of the Bid.</p>
B. PREPARATION OF BIDS	
5. General Considerations	<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</p>

		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	<p>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. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Bid Format and Content	10.1 10.2 10.3 10.4	<p>The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>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>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> <p>When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p>
11. Price Schedule	11.1 11.2	<p>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.</p> <p>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.</p>
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.

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <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	<p>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:</p> <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	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</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</p>

	<p>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. Only One Bid	<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 d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	<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>

	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.
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 amendment into their Bids.</p>
20. Alternative Bids	<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>
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 AND OPENING OF BIDS

22. Submission	<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>
Hard copy (manual) submission	<p>22.4 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> <ol style="list-style-type: none"> Bear the name of the Bidder; Be addressed to UNDP as specified in the BDS; and 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>
Email and eTendering submissions	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; 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>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p>
23. Deadline for Submission of Bids and Late Bids	<p>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</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the</p>

	submission of Bids.
24. Withdrawal, Substitution, and Modification of Bids	<p>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.</p> <p>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"</p> <p>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.</p> <p>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.</p>
25. Bid Opening	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>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.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
D. EVALUATION OF BIDS	
26. Confidentiality	<p>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.</p> <p>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.</p>
27. Evaluation of Bids	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 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)

	<ul style="list-style-type: none"> 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>
28. Preliminary Examination	<p>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.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 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.
30. Evaluation of Technical Bid and prices	<p>30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
31. Due diligence	<p>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:</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

	<p>works, as deemed necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
32. Clarification of Bids	<p>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.</p> <p>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.</p> <p>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.</p>
33. Responsiveness of Bid	<p>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.</p> <p>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.</p>
34. Nonconformities, Reparable Errors and Omissions	<p>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.</p> <p>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.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <p>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;</p> <p>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</p> <p>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> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall</p>

be rejected.

E. AWARD OF CONTRACT

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

	https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	<p>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.</p>
44. Payment Provisions	<p>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.</p>
45. Vendor Protest	<p>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:</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>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.</p> <p>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.</p> <p>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</p> <p>http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

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:	<p>Development of Long-Term Agreements for refrigerant tools and equipment for the Montreal protocol implementation.</p> <p>The expected outcome of this procurement exercise is the development of one or more UNDP corporate global Long-Term Agreements (LTAs) for the supply of refrigerant tools and equipment for the Montreal protocol implementation.</p> <p>The initial agreement/s shall be concluded for a period of 1 (one) year and may be extended for additional 1+1 years, subject for satisfactory performance of the supplier/s.</p>
2	7	Language of the Bid	English
3		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Allowed. However, Bids must include minimum 80% of the items contained in section 5a below in order to be considered and accepted for evaluation.
4	20	Alternative Bids	Shall not be considered
5	21	Pre-Bid conference	<p>Will be Conducted. The purpose of a bidders' conference is to provide an open exchange between UNDP and the bidders, answer questions about the ITB and ultimately ensure that prospective bidders have a clear understanding of requirements. This will be conducted with the interested bidder over conference call.</p> <p>The bidders conference is scheduled on the 24th of November 2020 at 16:00 hrs Copenhagen Time.</p> <p>Please confirm your participation by November 19th, 2020 COB (Copenhagen Time) by sending an email to GPU - CREE gpucre@undp.org</p>
6	16	Bid Validity Period	120 days

7	13	Bid Security	<p>Required in the amount of USD 2,000</p> <p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> ▪ Bank Guarantee (See FORM G: Form of Bid Security). ▪ Any Bank-issued Check / Cashier's Check / Certified Check.
8	41	Advanced Payment upon signing of contract	Not Allowed
9	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Only applicable after Purchase Order (PO) signature on a project basis.</p> <p>If the Contractor fails to supply the specified goods within the time period(s) stipulated by the PO, the Purchaser may if deemed necessary and without the intention of penalizing the Contractor, and without prejudice to its other remedies under the contract, deduct from the PO price the equivalent of: Percentage of contract price per day of delay: 0.5%</p> <p>Max. number of days of delay 20, after which UNDP may terminate the contract.</p>
10	40	<p>Performance Security</p> <p><i>However, during secondary bidding process, UNDP reserves the right to require a Performance Security for the orders above USD 500,000, as and when required.</i></p>	<p>Not required as part of offer submission in response to this tender. However, during the corresponding secondary bidding processes, UNDP may request performance security taking into consideration the context and specifics of each subsequent request/case in terms of requirements, estimated value of the project, related volume, the size, the location, etc.</p>
11	12	Currency of Bid	United States Dollar
12	31	Deadline for submitting requests for clarifications/questions	7 days before the submission deadline
13	31	Contact Details for submitting clarifications/questions	E-mail address: gpucree@undp.org
14	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<p>Posted directly to eTendering</p> <p>It is the responsibility of the Bidders to view the respective changes and clarifications in the eTendering system</p>

15	23	Deadline for Submission	As indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
16	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering
17	22	Bid Submission Address	<p>Please note that this procurement process is being conducted through the online tendering system of UNDP:</p> <p>Bidders who wish to submit an offer must be registered in the system. Visit this page for system user guides and videos in different languages: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p> <p>If already registered, go to https://etendering.partneragencies.org and sign in using your username and password, and search for event:</p> <p>Business Unit: UNDP1</p> <p>Event ID: GP600914</p> <p>Use "Forgotten password" link if you do not remember your password. Do not create a new profile.</p> <p>If you have never registered in the system before, you can register by visiting the link below and follow the instructions in the user guide: https://etendering.partneragencies.org</p> <p>Username: event.guest Password: why2change</p> <p>It is strongly recommended to create a username with two parts: your first name and last name separated by a ".", (similar to the one shown above). Once registered you will receive a valid password to the registered email address which you can use for signing in and changing your password.</p> <p>Please note that your new password should meet the following criteria:</p> <ul style="list-style-type: none"> • Minimum 8 characters • At least one UPPERCASE LETTER • At least one lowercase letter • At least one number

			<p>NB: You can view and download tender documents with the guest account as per the above username and password. However, if you are interested to participate, you must register in the system and subscribe to this tender to be notified when amendments are made.</p>
16	22	Electronic submission (eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. It should only contain letters from the English alphabet. ▪ If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded cannot exceed 50MB. ▪ All files must be free of viruses and not corrupted. ▪ Mandatory subject of email: GP600914 Development of Long-Term Agreements for refrigerant tools and equipment for the Montreal protocol implementation. ▪ Documents which are required in original (Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission on or before the stipulated deadline for submission: PSU-BMS, Crisis Response/Energy and Environment team, Global Procurement Unit UN CITY, 4th floor Marmorvej 51, 2100 Copenhagen Ø, Denmark
17	25	Date, time and venue for the opening of bid	<p>In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.</p>
18	27, 36	Evaluation Method for the Award of Contract	<p>Non-Discretionary "Pass/Fail" Criteria on the eligibility and qualification requirements outlined in this ITB.</p> <p>Lowest cost technically compliant offers will be recommended for LTA award.</p> <p>UNDP intends to enter into a Long-Term Agreement/s (LTA) with the selected supplier/s as a result of this ITB for an initial period of 1 year (12 months) with 3 to 5 vendors, with the possibility for extension for additional 1+1 years (12 months + 12 months), subject for satisfactory performance.</p>

18		Expected date for commencement of Contract	It is UNDP's intention to channel the corresponding requirements through the LTA framework established as outcome of this ITB from January 2021 onwards.
19		Maximum expected duration of contract	3 years (1 year + 2 years).
20	35	UNDP will award the contract to:	<p>One or more bidders.</p> <p>UNDP intends to establish Long Term Agreements (LTAs) with the two to five lowest priced technically responsive and complete offers submitted by eligible and qualified bidders for the items included in this ITB by qualified bidders. However, UNDP reserves the below options in consideration of best value for money:</p> <ol style="list-style-type: none"> 1) Consolidating LTAs for one or several items for one same bidder. 2) Consolidating LTAs for one or several bidders for same item. <p>Once the LTAs are established, call-offs will be issued by UNDP Copenhagen office throughout the LTA life span on a need basis. When needs arise, UNDP Copenhagen office will conduct a secondary bidding exercise, based on a Request for Quotation (RFQ) exercise conducted via email among the LTA holders selected as a result of this ITB. It is expected that all LTA holders for the corresponding items under which the requested products fall, will be invited to participate in the secondary bidding that will outline specifications and delivery terms for the particular case.</p> <p>Call-off contracts from the LTAs will be awarded via Purchase Orders issued by UNDP Headquarters and/or UNDP Country Offices to suppliers based on the best value for money principle - the lowest-priced offer among the technically compliant/responsive offers will be selected and in certain circumstances, UNDP may stipulate that the evaluation and award criteria entails the shortest lead time, specific labelling, after sales service / support in the country of destination, and/or any other country specific requirements which will be outlined in the corresponding RFQ.</p> <p>When the corresponding Secondary Bidding based RFQs shall include items / articles listed in section 5 in this ITB, prices submitted by the LTA holders in response to these RFQs will be equal or lower to the prices included in their original offer in response to this ITB which will form the basis for the LTA.</p> <p><i>It should be noted that prices quoted in response to this ITB shall remain valid for an initial period of one year from development of the corresponding LTAs. Thereafter, UNDP may consider a properly justified modification of prices for second- and third-year validity of the LTA, based on parameters such as technology obsolescence, cost of materials, etc.</i></p>

21	39	Type of Contract	<i>Purchase Orders will be issued, through call offs following secondary bidding, from the resulting LTAs if/when required basis over the LTA validity period. (section 7).</i>
22	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23		Other Information Related to the ITB	<p>It is important for bidders to note that the list provided in Section 5a is an indicative list and during the course of utilizing the UNDP LTA, the corresponding secondary bidding RFQs, may include a combination of products listed in Section 5a, as well as other related products / inputs / equipment which are not there listed but may be equally necessary to implement the corresponding project activity/ies related to implementation of Montreal Protocol related initiatives / projects / programmes supported by UNDP.</p> <p>The quantities listed therein are provided as a good faith estimates and shall not in any way be deemed to be a firm commitment on the part of UNDP regarding any quantity for future purchases. Actual quantities to be ordered will depend on future requests from UNDP Country Offices and estimates may not be reached or may be exceeded. The quantities given in Price Schedule Form F are estimates only and may vary.</p> <p>Although it is difficult to accurately estimate the amount of UNDP envisaged annual procurement to be channelled through the LTAs, on the basis of available historical data, we estimate this amount to be within the range of U\$ 1,000,000 to U\$ 3,000,000</p>

Section 4. Evaluation Criteria

Preliminary Examination Criteria

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

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security submitted as per ITB requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	<ul style="list-style-type: none">▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder▪ Export/Import Licenses, if applicable	Form B: Bidder Information Form
QUALIFICATION		
History of Non-Performing	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

Contracts¹		
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 3 years of global relevant experience.	Form D: Qualification Form
	Minimum 5 contracts of similar value, nature and complexity implemented over the last 3 years preferably in Latin America, Africa, Middle East, and Asia regions. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD1,000,000 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	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

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

Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities

The equipment is intended to support the implementation of HCFC phaseout and HFC phasedown in the Countries where UNDP assists for the implementation of the Montreal Protocol.

One of the most effective ways to achieve reduction of HCFC and HFC refrigerant consumption is the establishment of good practices in the RAC equipment installation and maintenance. Therefore, the equipment will support refrigeration and air conditioning laboratories in technical schools with instruments, equipment and basic tools that have undertaken and incorporated into their academic curriculum subjects included in the training program.

Another significant action to reduce consumption of HCFCs and HFCs is the development of awareness in RAC end users that are higher HCFC consumption in order to have their support for the establishment of maintenance good practices. The equipment proposed will also complement the training of the technicians with the recent developments in handling low – GWP refrigerants that are alternatives to HCFCs and HFCs.

item	Item to be supplied Description/Specifications (<u>Minimum technical specifications</u>)	Your response	
		Compliance with technical specifications	
		Yes, we comply	No, we cannot comply (indicate discrepancies)
1	<u>Recovery equipment</u> Including the 30 lbs bottle that can work with HCFC, HFC. (R22,134a,410A, R32,404A, others (220-240V, as per country frequency (50/60Hz)) Technical specifications •1/2 hp Oil Free Compressor •Built-in fan for high volume cooling unit efficiency •Low pressure cut-off device (automatic shut-off) •High pressure cut-off device (automatic shut-off) •Color-coded meters with pressure reading PSI, BAR, Mpa. •High and low set manifold assembly in the equipment with stainless steel ball, valve control for flow control. •Heavy-duty reinforced. •Steam director recovery range up to 12 kg / hour		

	<ul style="list-style-type: none"> •Liquid recovery range up to 40 kg / hour •Push-pull recovery range up to 80 kg / hour •Operating temperature range 0 to 50 Celsius (32 to 122 F) •Weight up to 25 kg •Dimensions up to 500 mm x 300 •Refrigerant gases HCFCs and HFCs •Comes with 30lbs bottle 		
2	<p><u>Mini Reclamation Machine</u></p> <ul style="list-style-type: none"> • Recovery and Reclaim: R22, R32, R500, R502, R134a, R404A, R410A, R507A, R509A • Recovery Method: Vapor and/or Liquid • Reclaim method: electrostatic separation method • Voltage: 220V, 50 Hz (as per country power) • Compressor: oil less compressor • Oil separator: heat exchange style, capacity 2L • Operating temperature 5-35°C • Cylinders: (3 nos.) 40Litres with sensor • Charging hoses: 1.5 mtr with ball valves • Filters: 8 pcs • Sight Glass 2pcs • Moisture Absorbent 24pcs • Adapters : different adapters for R22, R32, R410A 		
3	<p><u>Vacuum pump</u></p> <ul style="list-style-type: none"> •Two-stage, 6 cfm, final vacuum 15 microns or better, (as per country power& frequency), work with A1, A2 and A3 refrigerants, ¼ ", ⅜", and ½" SAE MFL intake fitting 		
4	<p><u>Electronic scales</u></p> <ul style="list-style-type: none"> • Digital electronic charging scale (30 kg , resolution 1 grams, with battery) 		
5	<p><u>Electronic Vacuum Gauge, Hand Held</u></p> <ul style="list-style-type: none"> • Accuracy: +/- 20% of reading; •hand-held vacuum gauge (1.5 lbs.) 		
6	<p><u>Thermo-Anemometer with Hot Wire Probe</u></p> <ul style="list-style-type: none"> •Measuring range: 0 to +4000 fpm •Accuracy: ± (6 fpm +5% of rdg.) 		

7	<u>Leak Detector (Electronic leak detector)</u> Sensitivity: <ul style="list-style-type: none"> •HFC – 0.06 oz. (1.7 g)/year; •HCFC – 0.03 oz. (0.9 g)/year; •HFO – 0.15 oz. (4.3 g)/year; •Sensor Leak Detector Filter (Spare parts) 		
8	<u>Refrigerant identifier</u> •Weight: Less than 10 Lbs. <ul style="list-style-type: none"> •Analyzed Refrigerants: R22, R32, R134a, R404A, R407C, R410a, Hydrocarbons (HC) and Air. •Identified Refrigerants: R12, R1234yf, R408A, R409A, R417A, R421A, R421B, R422A, R422B, R422C, R427A and Hydrocarbons (HC) •Accuracy: +/- 2% of indicated gasses or better •Power Requirements: 12 VDC @ 2A via 110/220 VAC Adapter •Approvals: CE, UL and CUL •User Interface: Graphic display, soft keys, built in printer •Sample Gas Extraction: Pressure from cylinder or system •Temperature Range: 50 to 120°F •Humidity: 0-95% RH non-condensing •Response Time: Less than 3 minutes •Test Sample Size: 5 g per test •Test Pressure: 50 psi – 500 psi •Oil contamination resistant •Fast test results •Internal thermal printer •Greater accuracy in less time •Wide refrigerant range •Refrigerant composition breakdown •Remote software updates for new refrigerants •Vapor or liquid sample analysis • 1/4" Flare sample hose 		
9	<u>HVAC Clamp-on Meter</u> <ul style="list-style-type: none"> •Performs essential measurements of HVAC systems, such as microamps for testing pilot light sensors, resistance up to 		

	60 kilohms, AC current, AC/DC voltage, capacitance and contact temperature. • Safety rating: CAT III 600V/CAT IV 300V		
10	<u>Wet bulb Thermometer (Hygrometer)</u> • Range 0 ... 100 % RH, -30 ... 100 °C • Resolution 0.1% RH, 0.1 °C Accuracy ±2.0% r.h. at 25°C ±0.5°C at 25°C		
11	<u>Refrigeration Gauge Manifold</u> • Refrigeration Gauge Manifold with Permeation Resistant Hoses suited for R410A/404A/22/134a • 4-valve service, Hose connection 1/4" male flare SAE Vacuum hose connection 1/4" and 3/8"		
12	<u>Long shaft magnetic nut driver (set)</u> • shaft 18" size 3/16 -1/2"		
13	<u>12 pc. Long Arm Hex Key Caddy Set</u> includes: BL2 (.050"), BL4 (1/16"), BL5 (5/64"), BL6 (3/32"), BL7 (7/64"), BL8 (1/8"), BL9 (9/64"), BL10 (5/32"), BL12 (3/16"), BL14 (7/32"), BL16 (1/4"), BL20 (5/16").		
14	<u>Swaging and 45-degree Flaring Tools</u> • 3/16" to 3/4"		
15	<u>Standard Ratchet Wrench</u> • 1/4" and 3/16" at one end. • 3/8" and 5/16" at other end. • For opening and closing compressor service valves, Rota lock valves and shutoff valves		
16	<u>3 in 1 Tube Bender kit</u> for 1/4" , 5/16" and 3/8" O.D. tubing.		
17	<u>7 pc. Combination Screw Driver Set.</u> • Tip size: Phillips #1, #2; Keystone 1/4" (6.4 mm), 5/16" (7.9 mm); (3) Cabinet 1/8" (3.2 mm)		
18	<u>Oxygen and Acetylene Regulator, hose and torch set</u> • Cutting capacity: 1/2" with supplied tip; up to 6" with optional tips. • Welding capacity: 1/8" with supplied tips; up to 1-1/4" with optional tips.		

	<ul style="list-style-type: none"> •Medium duty oxy/fuel outfit for cutting, welding, and brazing 		
19	<p><u>Turbo torch (portable torch)</u></p> <ul style="list-style-type: none"> • 01 Turbocharger automatic ignition up to 2200 ° •02 Loads •With pressure regulation •Auto Ignition • Welding and brazing torch •Automatic lighting •Made of stainless steel •Flame swirl •100% Tested •Adjustable Flame Control •High temperature reaches up to 2200 ° C WITH MAPP •Designed for use with Propane and Mapp gas •Saves gas •Durable •Capabilities: •Soldering Brazing •Propane up to 5/8 "1/4" up to 1 " •MAPP 1/4 "up to 1.1 / 4" 3/4 "up to 4" 		
20	<p><u>R-290 Split Air-Conditioners Training</u></p> <ul style="list-style-type: none"> •Split air conditioner 18000 BTU, minimum EER 10+, dry airflow 500+ CFM, indoor noise level less than 40bB, indoor fan speed auto/three speed, rotary/reciprocating compressor, heat exchangers preferably with copper tubing, refrigerant pre-charged with HC 290, fitted all the safety devices required for A3 refrigerants. • Performance manual and data of key fault finding. equipped with pressure and compound gauges (3), Digital temperature indicator, Thermocouple switch, Thermocouples (at least 6). Power supply 220V,as per country frequency (50/60Hz) on-site training by technicians certified by the Supplier. 		

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 2020] (Pls. link this to price schedule)	DAP. Please note that the submitted bids will be evaluated based on: -DAP Port-au-Prince (Haiti), -DAP Harare (Zimbabwe), -DAP Mandaluyong (Philippines). However, orders called-off through the LTA may be based on transportation requirements to any other stated location or FCA delivery terms
Exact Address of Delivery/Installation Location	Port-au-Prince (UNDP Haiti): 14, Rue Reimbold, Bourdon B.P. 557, Port-au-Prince, Haiti. Harare (UNDP Zimbabwe): Block 10, Arundel Office Park, Norfolk Road, Mount Pleasant, Harare; Zimbabwe. Mandaluyong (UNDP Philippines): 5th Floor North Tower, Rockwell Business Center Sheridan; Sheridan Street corner United Street; Highway Hills, 1550 Mandaluyong City. Philippines
Mode of Transport	Sea
UNDP Preferred Freight Forwarder, if any	Will depend on each call-off
Distribution of shipping documents	Will depend on each call-off
Customs, if required, clearing shall be done by:	Will depend on each call-off
Ex-factory / Pre-shipment inspection	May be required for a particular call-off
Inspection upon delivery	May be required for a particular call-off
Installation Requirements	May be required for a particular call-off
Testing Requirements	May be required for a particular call-off
Scope of Training on Operation and Maintenance	May be required for a particular call-off
Commissioning	May be required for a particular call-off

Installation and training requirement for item.no 20 included in section 5a.	<p>-Training should be deployed by a certified trainer, that is a technician sent by the producer or a representative duly approved by the producer and confirming such a status with a formal letter stating the capacities to perform the task.</p> <p>-The installation should be made by the training center with the guidance of the approved technician and the consultant, the commissioning of the system working together by the installer, the approved technician, and the consultant,</p> <p>-Equipment installation as indicated on point (2), installation material list supplied by approved technician (trainer) and supplied by installer or approved technician,</p> <p>-3 to 5-day training on site together with commissioning (if possible, at the same time) made by approved technician and consultant support to confirm proper training is been completed</p>
Lead time.	FCA delivery time to be within 6 to 14 weeks from issuance of call-off orders.
Warranty Period	Minimum 1 year for all items
Spare parts and Local Service Support	When contracts are called-off from the resulting LTAs to meet specific needs in a given country of destination, LTA holders will further be requested to ensure establishment of a proper local logistic network to ensure maintenance of the purchased equipment as well as availability of critical spares, locally.
Technical Support Requirements	May be required for a particular call-off
After-sale services Requirements	<input checked="" type="checkbox"/> Warranty on Parts for minimum period of 1 year <input checked="" type="checkbox"/> Technical Support (may be required) <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance /repair (may be required)
Payment Terms (max. advanced payment is 20% as per UNDP policy)	100% within 30 calendar days after delivery subject to written acceptance of goods delivery, duly signed and stamped by UNDP (or other designated entity) and provision of original invoice. In case testing is required, satisfactory testing results is a prerequisite for payment release. Progress payments could be provided in case of partial delivery.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Pre-shipment inspection (may be required) <input checked="" type="checkbox"/> Inspection upon arrival at destination (may be required) <input checked="" type="checkbox"/> Testing (may be required) <input checked="" type="checkbox"/> Training on Operation and Maintenance (may be required) <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English

SUPPLIER REPORTING

LTA holders will be requested to provide UNDP with General Procurement Statistics Report on a quarterly basis. The following information must be included in the report:

The reports will serve the purpose of collecting the procurement data and gaining intelligence on the procurement patterns of UNDP. The reports shall be comprehensive and demonstrate full costs transparency including itemized breakdown of all orders, unit costs of all items, cost of freight, packing charges, various fees etc. The following information must be included in the report.

- Country of Destination
- RFQ date
- Quotation issued date
- PO date
- PO reference number
- Item category
- Item description/specifications
- Manufacturer name and country
- Currency
- Quantity (pieces, kits, boxes etc)
- Unit price
- Handling fee
- Freight & other costs
- Total value per item
- Estimated time of arrival
- Actual time of arrival
- Reason/s for delay (if any)

LTA holders will further be expected to meet regularly with UNDP team in Copenhagen (tentatively on a quarterly basis) either through teleconference and/or face to face meetings.

PERFORMANCE EVALUATION

The LTA will be valid for a period of twelve (12) months after which a review of contract performance shall be undertaken for all preceding orders throughout the year. Supplier performance evaluation shall be applied to two different areas: performance evaluation of secondary bidding process and performance evaluation of contracts executed.

Performance evaluation of secondary bidding process: for all secondary bidding processes conducted the following KPIs will be applied: Price offer per quotation, RFQ response, customer service, submission quality, and lead time offered.

Performance evaluation of the selected supplier executing the contract: for all actual call offs following the secondary bidding process, suppliers' performance will be evaluated using the following KPIs:

KPI 1 - on-time delivery

KPI 2 - Completeness of delivery

KPI 3 - Supplier responsiveness

KPI 4 - Communication and status updates,

Supplier's performance will be monitored on the following KPIs:

KPI 1 – On-time delivery

UNDP will be monitoring the timeliness of the deliveries. This measurement will be based on the date of goods readiness as quoted in the RFQ for each order.

KPI 2 – Completeness of delivery

Each order will be assessed by procurement officer for compliance on quality and quantity after delivery has taken place and received in the country of destination.

KPI 3 – Supplier responsiveness

- (a) Supplier is expected to participate – target 80% of RFQs.
- (b) Supplier is expected to achieve responsiveness level of 80%. The quote is considered responsive when it is compliant with technical requirements and delivery requirements.
- (c) Supplier is expected to achieve a success rate of at least 30%.

If the response rate falls below 20% UNDP reserves the right to call supplier for a review meeting and investigate the root causes of such performance.

KPI 4: Communication and status updates.

Define as the quality of communication, sufficiency of updates and proactive approach during the course of the order.

Rating for these KPIs has been predefined as follows:

2=Exceeds requirement.

1=Meets requirement.

0=Had issue but solution found;

-1=Performance non-satisfactory.

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	
▪ [Add other forms as necessary]	<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: Price Schedule Form	<input type="checkbox"/>
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Form A: Bid Submission Form

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

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

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

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

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

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) <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
Does your Company have a written Statement of its Environmental Policy? <i>(If yes, provide a Copy)</i>	[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	Name and Title: [Complete]

clarifications during Bid evaluation	<p>Telephone numbers: [Complete]</p> <p>Email: [Complete]</p>
<p>Please attach the following documents:</p>	<ul style="list-style-type: none"> ▪ Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any. ▪ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidence of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures ▪ Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney. ▪ Descriptive literature: Bidders shall provide full technical details of all items offered in technical sheets or catalogues with pictures showing detail and general views of the equipment and components. Specific details/models of items offered should be clearly stated as standard technical sheets or catalogues may offer different options. ▪ Quality Certificates for the proposed items conforming to one of the following standards: <ul style="list-style-type: none"> - European Union: CE Marked, ISO etc. - American - Japan

Form C: Joint Venture/Consortium/Association Information Form

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

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

No	Name of Partner and contact information <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]
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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: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form D: Eligibility and Qualification Form

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

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

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 3 years.

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

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:

- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
 - Historic financial statements must be audited by a certified public accountant;
 - 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:	[Insert ITB Reference Number]		

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

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

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

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

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i> <ul style="list-style-type: none">▪ Name of institution: [Insert]▪ Date of certification: [Insert]
Employment Record/Experience	<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> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

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

Signature of Personnel

Date (Day/Month/Year)

FORM F: Price Schedule Form

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

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

Bidders shall take note of the following aspects when preparing / submitting their Price Schedule Forms:

- a) A sperate/different price schedule per item offered must be submitted.**
- b) Unit price of the items will be factored in order to consider quantity/volume discounts as follows:
 $\text{Factored-Unit Price} = 0,30 * (\text{Unit Price applicable for orders for less than 50 units}) + 0,50 * (\text{Unit Price applicable for orders for more than 50 and less than 1000 units}) + 0,20 * (\text{Unit Price applicable for more than 1000 units})$. This Factored-Unit Price will be considered for evaluation purposes of the items.
- c) **The discounted prices offered will be transformed into percentage discounts in the final LTA**
- d) In order to evaluate the freight cost, bidders are kindly requested to provide a price quotation per item to transport 100 units to Port-au-Prince, 100 units to Harare, and 100 units to Mandaluyong.

Price Schedule

#	Description	Unit Price For orders less than 50 units	Unit Price For orders between 50 and 1000 units	Unit Price For orders for more than 1000 units	Quantity	*Total Price
1	Item as per section 5a.				100	
2	FCA charges, if any					
3	Bid Subtotal FCA (Incoterms 2010) (please state FCA International port):					
4	Transportation/Delivery (100 units to Port-au-Prince)					
5	Transportation/Delivery Cost (100 units to Harare)					
6	Transportation/Delivery Cost (100 units to Mandaluyong)					
7	GRAND TOTAL - DAP (Incoterms 2010)					

(*) $\text{Factored-Unit Price} = 0,30 * (\text{Unit Price applicable for orders for less than 50 units}) + 0,50 * (\text{Unit Price applicable for orders for more than 50 and less than 1,000 units}) + 0,20 * (\text{Unit Price applicable for more than 1000 units})$.

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

FORM G: Form of Bid Security

**Bid Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

[insert: address and email address]

Section 7: Contract to be Signed - LONG TERM AGREEMENT

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter "UNDP") and XXXXX (hereinafter called "Contractor") with its headquarters at XXXXXXXXX.

WHEREAS, UNDP desires to enter into a Long Term Agreement for XXXXXXXXX by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to ITB Ref UNDP/PSU/GP600914-Lot X, Lot X..., issued on..... by UNDP the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the "Parties") hereby agree as follows:

Article 1: AGREEMENT DOCUMENTS AND GENERAL CONDITIONS

- 1.1 This Agreement is subject to UNDP General Terms and Conditions for Mixed Goods and Services attached hereto as Annex I. The provisions of Annex I shall control the interpretation of this Agreement and in no way shall be deemed to have been derogated by the contents of this document or any other Annex, unless otherwise expressly stated under Article 7 of this Agreement, entitled "Special Conditions".
- 1.2 Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) Purchase Orders (POs)
 - b) This Agreement;
 - c) UNDP General Terms and Conditions for Mixed Goods and Services attached hereto as Annex I;
 - d) Technical specifications attached as Annex II;
 - e) Scope of services to be provided under the LTA agreement attached as Annex III;
 - f) Contractor's price schedule, attached hereto as Annex IV;
- 1.3 The Invitation to Bid and the Offer from the Contractor documents are not attached hereto but known to and in the possession of the Parties.

Article 2: ENTRY INTO FORCE, DURATION AND TERMS OF LTA

2.1 This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the goods and services hereunder.

2.2 This LTA shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of twelve (12) months after which a review of contract performance shall be undertaken. If the review is satisfactory, the contract will be extended for another period of 24 months.

Article 3: SCOPE OF SUPPLY

3.1 From the entry into force of this LTA until its expiration the Contractor shall provide as and when requested by any UNDP BU the scope of requirements and services listed in Annex II and III to this agreement.

3.2 For each case UNDP/PSU will launch a Secondary Bidding through RFQ/RFP limited to the LTA-holders.

3.3 Any requirement under this LTA shall be made through a Purchase Order issued to the Contractor by UNDP. Each Order shall make reference to this LTA.

3.4 Where a Purchase Order includes any specific instructions, terms or conditions that explicitly differ from this LTA, the instructions in the Purchase Order shall prevail.

3.5 UNDP does not warrant that it shall purchase any specific quantity of goods and/or services listed in Annex II and III during the term of this AGREEMENT and shall not be liable for any costs in the event that not purchases are made under the AGREEMENT's validity period.

3.6 Use of the LTA – Secondary Bidding:

3.6.1. Under this AGREEMENT, UNDP intends to respond to specific requests for assistance from UNDP Business Units (as well as other UN Agencies and UNDP partners) for the scope of requirements and services encompassed in Annex II and III. For such purpose UNDP BU will issue an RFQ/RFP among the LTA holders, selected based on ITB GP600914. The Contractor offering the lowest priced technically compliant offer shall be selected for award in each specific case. However, in certain circumstances where technical requirements are not defined in detail, an alternative secondary bidding modality will be applied, based on "Two-Envelope" process technical/ financial evaluation whereby a tech/fin weighting will be applied.

3.6.2. In the event that requests include items with broader specifications than those included in this Agreement, the contractor is requested to provide the best pricing available.

3.6.3. UNDP PSU will centrally manage the LTAs and conduct the procurement process for acquisition of these items and services in order to maintain oversight. Requests for quotations/proposals can only be transmitted by PSU, unless otherwise clearly instructed. The LTA should not be shared with other UN agencies unless otherwise agreed in writing by UNDP/PSU.

3.6.4. For projects over USD 500,000 UNDP/PSU may request a performance security (as applicable) taking into consideration the context and specifics of the request/case in terms of requirements, estimated value of the project, related volume, the size, the location, etc.

3.7. PRICES AND DISCOUNTS:

3.7.1. Main components listed in Annex II shall be supplied at a price not higher than stipulated in Annex IV, according to the Terms and Conditions stated in the ITB and considering that: prices specified in this AGREEMENT shall remain firm and not be increased during the first twenty-four (24) months from Entry into Force of the AGREEMENT. Thereafter, the Contractor will be given the opportunity to review the stated indicative ceiling prices, notifying UNDP/PSU 30 days in advance of any proposed increase/decrease in prices with supporting documentation. UNDP/PSU reserves the right to accept increases or to cancel the AGREEMENT and shall notify the Contractor in writing of the decision.

- 3.7.2. The maximum prices specified in Annex IV to this LTA cannot be exceeded in quotation offered by the Contractor under this LTA. Price adjustments will only be acceptable if fully justified and documented. UNDP may reject the price increases and eliminate the LTA-holder from the bidding for the specific items.
- 3.7.3. Additionally, in the event that the Contractor is able to offer UNDP a discounted price on placement of orders, the unit prices shall be reduced for specific Purchase Orders.
- 3.7.4. While the referred prices will apply as indicative ceiling prices, the contractor is encouraged to submit best available prices in response to each call-off request issued by UNDP.
- 3.7.5. Scope of services listed in Annex III shall be supplied at a best available price in response to each call-off request issued by UNDP.

3.8. PERFORMANCE EVALUATION

- 3.8.1. The LTA will be valid for a period of twelve (12) months after which a review of contract performance shall be undertaken for all preceding orders throughout the year. Supplier performance evaluation shall be applied to two different areas: performance evaluation of secondary bidding process and performance evaluation of contracts executed.
- 3.8.2. Performance evaluation of secondary bidding process: for all secondary bidding processes conducted the following KPIs will be applied: Price offer per quotation, RFQ response, customer service, submission quality, and lead time offered.

Performance evaluation of the selected supplier executing the contract: for all actual call offs following the secondary bidding process, suppliers' performance will be evaluated using the following KPIs: on-time delivery, completeness of delivery, supplier responsiveness, communication and status updates.

Rating for these KPIs has been predefined as follows:

2=Exceeds requirement;

1=Meets requirement;

0=Had issue but solution found;

-1=Performance non-satisfactory;

Article 4: DELIVERY TERMS

4.1 Goods supplied under this LTA shall be delivered in accordance with the terms and conditions of this LTA and the contracted delivery terms (INCOTERMS 2010) indicated in each Purchase Order issued to the Contractor.

4.2. All deliveries shall be to the delivery addresses as set forth in the Purchase Orders.

Article 5: CHANGES IN CONDITIONS

5.1 In the event of any advantageous technical changes and/or downward pricing of the Goods and Services during the duration of this AGREEMENT, the Contractor shall notify UNDP/PSU immediately. UNDP/PSU shall consider the impact of any such event and may request an amendment to the AGREEMENT.

Article 6: CONTRACTOR'S REPORTING

6.1 The Contractor shall report to UNDP/PSU on each Contract after delivery of the required goods and services.

The contractor's appointed contact focal point for purpose of this LTA is:

XXXXXXXX

Email: XXXXX@XXXX

Telephone: +xxxxxx

Address: xxxxxxx

Article 7: SPECIAL CONDITIONS

7.1 SECURITY:

7.1.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

7.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 7.1.1 above.

7.2 AUDITS AND INVESTIGATIONS:

7.2.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

7.2.2 The Contractor acknowledges and agrees that, at any time, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

7.3 ANTI-TERRORISM:

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

Article 8: PERFORMANCE SECURITY

Further to establishment of the LTAs', each subsequent request/case will be subject to Secondary Bidding at which point PSU may request performance security taking into consideration the context and specifics of request/case in terms of requirements, estimated value of the project, related volume, the size, the location, etc.

Article 9: LIABILITY AND LIQUIDATED DAMAGES

9.1 The Contractor shall assume all liability related to the Goods provided. In case the Contractor is not the manufacturer of the Goods, the Contractor will be responsible to pass on the liability of the manufacturer through appropriate legal provisions;

9.2 If the Contractor fails to supply the specified goods within the time period(s) stipulated by the Purchase Orders, the Purchaser may if deemed necessary and without the intention of penalizing the Contractor, and without prejudice to its other remedies under the contract, deduct from the Purchase Order price the equivalent of 0,5% of the total price of the consignment for each day the consignment is delayed, until actual delivery or up to a maximum of 10% of the Purchase Order price. Once the maximum percentage is reached, the Purchaser may consider termination of the PO.

IN WITNESS WHEREOF, the duly authorized representatives of the PARTIES have signed this agreement.

For and on behalf of:

XXXXX

**UNITED NATIONS
DEVELOPMENT PROGRAMME**

Date: _____

Date: _____