



# INVITATION TO BID

**Development of Long-Term Agreements for the supply of emergency and crisis relief items to expedite response to emergencies and crises in Latin America and The Caribbean regions.**

ITB No.: 18508-2021

Country: UNDP Regional Hub for Latin America and the Caribbean

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## Contents

Section 1. Letter of Invitation.....	4
Section 2. Instruction to Bidders.....	5
GENERAL PROVISIONS.....	5
1. Introduction.....	5
2. Fraud & Corruption, Gifts and Hospitality.....	5
3. Eligibility.....	6
4. Conflict of Interests.....	6
<b>B. PREPARATION OF BIDS.....</b>	<b>6</b>
5. General Considerations.....	6
6. Cost of Preparation of Bid.....	7
7. Language.....	7
8. Documents Comprising the Bid.....	7
9. Documents Establishing the Eligibility and Qualifications of the Bidder.....	7
10. Technical Bid Format and Content.....	7
11. Price Schedule.....	7
12. Bid Security.....	7
13. Currencies.....	8
14. Joint Venture, Consortium or Association.....	8
15. Only One Bid.....	9
16. Bid Validity Period.....	9
17. Extension of Bid Validity Period.....	9
18. Clarification of Bid (from the Bidders).....	10
19. Amendment of Bids.....	10
20. Alternative Bids.....	10
21. Pre-Bid Conference.....	10
<b>C. SUBMISSION AND OPENING OF BIDS.....</b>	<b>11</b>
22. Submission.....	11
Hard copy (manual) submission.....	11
Email and eTendering submissions.....	11
23. Deadline for Submission of Bids and Late Bids.....	11
24. Withdrawal, Substitution, and Modification of Bids.....	12
25. Bid Opening.....	12
<b>D. EVALUATION OF BIDS.....</b>	<b>12</b>
26. Confidentiality.....	12
27. Evaluation of Bids.....	12
28. Preliminary Examination.....	13
29. Evaluation of Eligibility and Qualification.....	13
30. Evaluation of Technical Bid and prices.....	13
31. Due diligence.....	13
32. Clarification of Bids.....	14
33. Responsiveness of Bid.....	14
34. Nonconformities, Reparable Errors and Omissions.....	14
<b>E. AWARD OF CONTRACT.....</b>	<b>15</b>
35. Right to Accept, Reject, Any or All Bids.....	15
36. Award Criteria.....	15
37. Debriefing.....	15
38. Right to Vary Requirements at the Time of Award.....	15
39. Contract Signature.....	15
40. Contract Type and General Terms and Conditions.....	15
41. Performance Security.....	15
42. Bank Guarantee for Advanced Payment.....	15
43. Liquidated Damages.....	16
44. Payment Provisions.....	16
45. Vendor Protest.....	16
46. Other Provisions.....	16
Section 3. Bid Data Sheet.....	17
Section 4. Evaluation Criteria.....	24
Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities.....	27

Section 5b: Other Related Requirements.....	42
Section 6: Returnable Bidding Forms / Checklist.....	48
Form A: Bid Submission Form .....	49
Form B: Bidder Information Form.....	50
Form C: Joint Venture/Consortium/Association Information Form .....	52
Form D: Eligibility and Qualification Form .....	53
Form E: Format of Technical Bid.....	56
FORM F: Price Schedule Form .....	58
FORM G: Form of Bid Security .....	61
Section 7: Contract to be Signed - LONG TERM AGREEMENT .....	62

## 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
  - Form H: List of countries and territories in Caribbean, Central and South America expected to be covered under the LTA/s resulting from this tender.

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.

This procurement process is conducted through the UNDP eTendering online system <https://etendering.partneragencies.org/> (interested applicants must register in the system in order to access the additional documents).

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

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

## Section 2. Instruction to Bidders

### GENERAL PROVISIONS

<b>1. Introduction</b>	<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 <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a></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 (<a href="http://www.ungm.org">www.ungm.org</a>). 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>
<b>2. Fraud &amp; Corruption, Gifts and Hospitality</b>	<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 <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></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 <a href="https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachme nt/page/pdf/unscc/conduct_english.pdf">https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachme nt/page/pdf/unscc/conduct_english.pdf</a></p>

<b>3. Eligibility</b>	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
<b>4. Conflict of Interests</b>	<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"> <li>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <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"> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <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>B. PREPARATION OF BIDS</b>	
<b>5. General Considerations</b>	<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</p>

	<p>rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p>
<b>6. Cost of Preparation of Bid</b>	<p>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.</p>
<b>7. Language</b>	<p>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.</p>
<b>8. Documents Comprising the Bid</b>	<p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	<p>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.</p>
<b>10. Technical Bid Format and Content</b>	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p><b>10.3</b> 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>10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p>
<b>11. Price Schedule</b>	<p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
<b>12. Bid Security</b>	<p>12.1 A Bid Security, if required by BDS, shall be provided in the amount and form</p>

	<p>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> <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"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or.</li> <li>b) In the event the successful Bidder fails: <ul style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul> </li> </ul>
<b>13. Currencies</b>	<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"> <li>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</li> <li>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.</li> </ul>
<b>14. Joint Venture, Consortium or Association</b>	<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</p>



	<p>delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <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>
<b>15. Only One Bid</b>	<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"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;</li> <li>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li> </ul>
<b>16. Bid Validity Period</b>	<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>
<b>17. Extension of Bid Validity Period</b>	<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</p>

	<p>integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
<b>18. Clarification of Bid (from the Bidders)</b>	<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>
<b>19. Amendment of Bids</b>	<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>
<b>20. Alternative Bids</b>	<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>
<b>21. Pre-Bid Conference</b>	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>

## c. SUBMISSION AND OPENING OF BIDS

<b>22. Submission</b>	<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>
<b>Hard copy (manual) submission</b>	<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"> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> <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>
<b>Email and eTendering submissions</b>	<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"> <li>Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> <li>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.</li> </ol> <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:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a></p>
<b>23. Deadline for Submission of Bids and Late Bids</b>	<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.
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<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>
<b>25. Bid Opening</b>	<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>
<b>D. EVALUATION OF BIDS</b>	
<b>26. Confidentiality</b>	<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>
<b>27. Evaluation of Bids</b>	<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"> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> </ul>

	<ul style="list-style-type: none"> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> </ul> <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>
<b>28. Preliminary Examination</b>	<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>
<b>29. Evaluation of Eligibility and Qualification</b>	<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"> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
<b>30. Evaluation of Technical Bid and prices</b>	<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>
<b>31. Due diligence</b>	<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"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous</li> </ul>

	<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>
<b>32. Clarification of Bids</b>	<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>
<b>33. Responsiveness of Bid</b>	<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>
<b>34. Nonconformities, Reparable Errors and Omissions</b>	<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

<b>35. Right to Accept, Reject, Any or All Bids</b>	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.
<b>36. Award Criteria</b>	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.
<b>37. Debriefing</b>	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.
<b>38. Right to Vary Requirements at the Time of Award</b>	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.
<b>39. Contract Signature</b>	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.
<b>40. Contract Type and General Terms and Conditions</b>	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
<b>41. Performance Security</b>	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
<b>42. Bank Guarantee for Advanced Payment</b>	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at

	<a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default">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&amp;action=default</a>
<b>43. Liquidated Damages</b>	<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>
<b>44. Payment Provisions</b>	<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>
<b>45. Vendor Protest</b>	<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:  <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a></p>
<b>46. Other Provisions</b>	<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  <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></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 the supply of emergency and crisis relief items.</p> <p>The expected outcome of this procurement exercise is the development of one or more UNDP Long-Term Agreements (LTAs) for the supply of emergency and crisis relief items.</p> <p>It is UNDP's intention that the resulting LTAs will be used mainly to facilitate an agile and expedited procurement of items in connection to crisis / emergency responses occurring primarily in the Latin America and Caribbean regions. Form H in this ITB includes a detailed list of countries and territories, for which we expect that UNDP requirements may be channelled through the resulting LTA/s</p> <p>When more than one LTA is established as an outcome of this ITB, the award of final purchase orders / contracts will be subject to the evaluation of offers requested by UNDP from the respective LTA holders, through a corresponding secondary bidding exercise.</p> <p>The initial LTAs 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	Offers and supporting documentation will be accepted both in English and/or Spanish
3		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Allowed. However, Bids must include minimum 70% of the items contained in the "representative list of relevant items" included section 5a below 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 Wednesday, 14<sup>th</sup> April 2021 at 9:00 AM hours Panama Local Time.</p> <p><b>Please confirm your participation by Monday 12<sup>th</sup> April 2021, close of business (Panama time)</b> by sending an email to <a href="mailto:procurement.rblac.regionalhub@undp.org">procurement.rblac.regionalhub@undp.org</a></p> <p>Zoom link enabling connection to the pre-bid conference will be facilitated by return email response.</p>
6	16	Bid Validity Period	120 days
7	13	Bid Security	Not Applicable
8	41	Advanced Payment upon signing of contract	Not Allowed
9	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p><b>Only applicable after Purchase Order (PO) signature on a project / LTA call-off basis.</b></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	Performance Security	<p>Not required as part of offer submission in response to this tender.</p> <p>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> <p>As per UNDP procurement policies, performance securities are requested for all purchase orders and contracts in excess of U\$ 500,000, though, based on a case-by-case risk management approach can also be solicited for contracts of lower value.</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: <a href="mailto:procurement.rblac.regionalhub@undp.org">procurement.rblac.regionalhub@undp.org</a>
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:</p> <p><a href="https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders.html">https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders.html</a></p> <p>If already registered, go to <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> and sign in using your username and password, and search for event:</p> <p><b>Business Unit: R4610</b></p> <p><b>Event ID: 0000008953</b></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: <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></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"> <li>• Minimum 8 characters</li> <li>• At least one UPPERCASE LETTER</li> <li>• At least one lowercase letter</li> <li>• At least one number</li> </ul> <p><b>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.</b></p>
16	22	Electronic submission ( eTendering) requirements	<ul style="list-style-type: none"> <li>▪ Format: PDF files only</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. It should only contain letters from the English alphabet.</li> <li>▪ 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.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Mandatory subject of email: ITB 18508-2021 / Development of Long-Term Agreements for the supply of emergency and crisis relief items to expedite response to emergencies and crises in Latin America and The Caribbean regions.</li> <li>▪ If applicable, any documents which are required in original 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:</li> </ul> <p>Centro Regional PNUD Para America Latina y El Caribe</p>

			<p>Att. Unidad de Adquisiciones</p> <p>Edificio 129, Ciudad del Saber</p> <p>Ciudad de Panama, Panama</p>
17	25	Date, time and venue for the opening of bid	In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	<p>Non-Discretionary "Pass/Fail" Criteria on the eligibility and qualification requirements outlined in this ITB.</p> <p>Most convenient technically compliant offers, based on cost analysis, will be recommended for LTA award.</p> <p>UNDP intends to enter into 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 the possibility for extension for additional 1+1 years (12 months + 12 months), subject to satisfactory performance..</p> <p>Depending on the outcome of the ITB process UNDP intends to establish LTAs with at least two suppliers and with no more than five vendors,</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 June/July 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 5 lowest priced, technically responsive offers submitted by eligible and qualified bidders for the items included in Section 5 of this ITB.</p> <p>Since offers including a minimum of 70% of items detailed in the "representative basket of relevant items" in Section 5 of the ITB, will be considered valid, for financial / cost evaluation purposes, when needed, prices for items not included in a given bidder's submission will be factored for evaluation, by calculating the average cost for the corresponding item offered by all qualified bidders, including freight cost (i.e. column H in Form F, Price Schedule Form) . In the event that one or more specific item/s have not been offered by any of the qualified bidders, it/they will not be taken into consideration for evaluation purposes.</p>

			<p>Factors such as attaining a suitable geographical coverage, will be taken into consideration when optioning the final choice of number of LTAs to be established, within the 2 to 5 range.</p> <p>Once the LTAs are established, call-offs will be issued by UNDP Business Units throughout the LTA life span on a need basis.</p> <p>When needs arise, UNDP Business Units will conduct a secondary bidding exercise, based on a Request for Quotation (RFQ) transmitted via email among the LTA holders selected as a result of this ITB.</p> <p>Call-off contracts from the LTAs will be awarded via Purchase Orders issued by the corresponding UNDP Business Unit / UNDP Country Offices to suppliers based on the best value for money principle - the lowest-priced offer among the technically compliant/responsive offers received in response to the RFQ, will be selected.</p> <p>In certain circumstances, and when specified in the RFQ, UNDP may stipulate that the evaluation and award criteria for all or part of the items listed in each RFQ, 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 all also be outlined in the corresponding RFQ.</p> <p>UNDP may issue RFQs for direct supply of equipment to meet project needs in the field and/or to replenish UNDP's inventories of emergency items stockpiles stored at the UNHRD warehouse in Panama City and/or elsewhere.</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	<p><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></p>
22	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Contracts  <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p>

23	Other Information Related to the ITB	<p>It is important for bidders to note that the “representative basket of relevant items” provided in Section 5 of this ITB is an indicative / representative list. During the course of utilizing the UNDP LTA, the corresponding secondary bidding RFQs, may include a combination of products listed in Section 5, <b>as well as other related products / inputs / equipment which are not there listed but may be equally necessary to implement the corresponding emergency / crises response activity/ies.</b></p> <p>The final list of requirements will be incorporated, on a case by case basis to the corresponding RFQ floated to respective LTA holders.</p> <p>The forecasted / estimated 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.</p> <p>Actual quantities to be ordered will depend on future requests from UNDP Business Units / 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 channeled through the LTAs, based on available historical data, we estimate this amount may be within the range of U\$ 500,000 to U\$ 2,000,000, annually and very much depending also on the number and type of crises / emergencies supported by UNDP in any given year.</p> <p>Since it is UNDP’s intention to make use of the resulting LTAs to facilitate an expedited, agile and quick response to emergency / crises situations, it is important to ensure that bidders have the ability to deploy the required items within a maximum delivery lead time, as indicated in Section 5 of this ITB.</p>
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## Section 4. Evaluation Criteria

### Preliminary Examination Criteria

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

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- 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
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form & Certificate of legal registration of the firm
<b>Eligibility</b>	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
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
<b>Bankruptcy</b>	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form



<b>Certificates and Licenses</b>	<ul style="list-style-type: none"> <li>▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>▪ Export/Import Licenses, if applicable</li> </ul>	Form B: Bidder Information Form
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum 3 years of proven relevant experience with supply of emergency / crises response items of the type included in the "representative basket of relevant items" included in Section 5 of this ITB.	Form D: Qualification Form
	<p>Minimum 3 contracts for the supply of goods / equipment of same or similar nature to the items included in the "representative basket of relevant items", Section 5 of this ITB, for a minimum value of U\$ 100,000 each, satisfactorily implemented over the last 3 years in Latin America and/or The Caribbean Region.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form together with copies of contracts and/or certificate of satisfactory contractual completion including client contact details.
<b>Financial Standing</b>	<p>Minimum average annual turnover of USD 300,000 for the last 3 years.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	<p>Form D: Qualification Form.</p> <p>Audited Financial Statements and/or submission of a Letter Issued by a reputable Bank / Financial institution 60 or less days prior to the deadline for</p>

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

		submission of bids confirming that the bidder has access to liquid funds and/or free credit lines / facilities for no less than USD 6 figures in the low range.
<b>Ability to deliver products within required delivery times</b>	Bidders shall confirm their ability to deliver the required items within the stipulated delivery times indicated in Section 5b of this ITB. Bidders are encouraged to further comment and describe, in the appropriate section in Form D, whether they regularly hold stock of any of the items included in the "representative basket of relevant items", either at their own premises and/or through any specific third party arrangements,. Bidders are further encouraged to provide any additional comments / information / documentation highlighting their logistic capabilities to meet expected relative short delivery times.	Form D: Qualification Form
<b>Technical Evaluation</b>	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. Completion and submission of table incorporated in Section 5 of the ITB where bidders are asked to confirm adherence of their offered products to the required technical specifications / requirements. Submission of corresponding product technical sheets / brochures
<b>Financial Evaluation</b>	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.	Form F: Price Schedule Form

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

UNDP's [Strategic Plan \(2018-2021\)](#) has been designed to be responsive to the wide diversity of the countries we serve. The diversity is reflected in three broad development contexts: eradicating poverty; structural transformations; and building resilience.

To respond to these issues, and better focus its resources and expertise to deliver on the 2030 Agenda, UNDP has identified a set of approaches that we call our Signature Solutions.

UNDP's work in Latin America and The Caribbean is geared around the following six signature solutions.

- Keeping people out of POVERTY
- Governance for peaceful, just and inclusive societies
- Crisis prevention and increased RESILIENCE
- ENVIRONMENT; nature-based solutions for development
- CLEAN affordable energy
- Women's empowerment and GENDER

UNDP's Signature solutions are integrated responses to development against which we align our resources and expertise, to make real impact. [Here you can read further on UNDP's Signature solutions and our focus in Latin America and The Caribbean.](#)

Each Solution includes a mix of policy advice, technical assistance, finance, and programmes. Each solution has the potential to unlock the path to sustainable development. But no one solution will succeed on its own. We need all of them to achieve the SDGs.

The disaster risk reduction and recovery team, DRT, fosters the integration and mainstreaming of disaster risk reduction as a key element of sustainable development in the LAC region. Through its work, the DRT contributes to larger 2030 Agenda, the Sendai Framework for Disaster Risk Reduction and contributes to the achievement of the Paris Agreement and the Urban Agenda.

The DRT works in support to the country offices in the LAC region to strengthen national and local capacities to further greater coherence of disaster risk reduction and climate change adaptation efforts, improve access to risk information, enhance preparedness including through multi-hazard early warning systems, strengthen recovery systems and services and create resilient urban and rural communities.

Frequently, UNDP is asked to support national partner and UN rehabilitation and recovery efforts in response to crises and emergency situations. Such support often entails procurement and supply of emergency relief items, which often need to be secured and deployed on short notices.



The objective of this tender process is for UNDP to develop a number of Long Term Agreements (LTAs) with suppliers specialized in the supply of emergency response items. The LTAs will be instrumental in facilitating an agile and expeditious delivery of required items to meet specific UNDP response needs in the Latin America and Caribbean region at a given time, whether this entails supply of items / goods / equipment directly to field operations or in connection to replenishment of UNDP emergency stockpiles presently stored at UNHRD warehouse in Panama




The “Representative Basket of Relevant items” below, has been developed in view of earlier experiences related to UNDP’s goods and equipment needs when responding to crisis / emergencies in the region. The “Representative Basket of relevant items” comprises a total of 30 products. As already indicated in the Section Bid Data Sheet of this ITB, the list below is to be understood by bidders as a representative basket against which bidders are required to prepare and submit their offers. The list will be used both for evaluation purposes, as well as for securing that, in the context of any resulting LTA, prices quoted / offered by bidders against the items included in the list will be considered as maximum applicable prices for the items in question.





Estimated annual quantities for each item are included in Form F and will be used for evaluation purposes. Estimated quantities are only forecasted quantities based on historical information, data available and estimates calculated by UNDP. Bidder’s shall be clear about the fact that UNDP does not commit and/or guarantee in any manner that he estimated / forecasted quantities will correspond to finally contracted quantities in the framework of resulting LTAs. As further indicated in the Section Bid Data Sheet of this ITB, items / goods / equipment detailed in each firm RFQ to be floated by UNDP to LTA holders may or may not be included in the representative basket below.



**When completing and submitting their offers, bidders are required to complete the table below, indicating under column “your response” whether or not their respective offered products / items in response to this ITB comply with all the technical specifications and highlighting any possible deviation, thereof. Bidders are requested to accompany / complement the information in the table below with transmission of the corresponding product sheet / brochure for each offered item.**

Bidders are further required to take note of the additional requirements stated in Section 5b of this ITB when preparing their offers.



NR	ITEM TYPE	ITEM DESCRIPTION	REFERENCE PICTURE (only to be used as a visual reference. Items offered shall fulfill specifications outlined under Item Description column and not necessarily to the picture)	Your response	
				Compliance with technical specifications	
				Yes, we comply	No, we cannot comply (indicate discrepancies)
1	Portable Generator	<p>Max. Rating (kVA): 7.5 (peak), 6 (running)  Voltage (V): 120 - 240  Engine: min. 12 HP, OHV engine, dual Gasoline and LPG fuel  Auto circuit breaker, Low oil engine shutdown (ISO 8528-13:2016 Reciprocating Internal Combustion)  Confirmation is required that the bidder can provide a minimum level of remote after sales / service support, maintenance, repair guidance / advice remotely for this item.</p>			
2	Family Tent 16m <sup>2</sup>	<p><b>Dimensions:</b> (min.)  - floor area 4 x 4 m  - ridge length 4.00 m  - center height 2.00 m  - side wall 0.90 m  <b>Material:</b>  - Waterproof and rotproof cotton canvas/fabric  - Laminated polypropylene ground sheet</p>			





		<ul style="list-style-type: none"> <li>- Mosquito netting gauze for windows (door optional)</li> <li>- PVC Mud Flap coated sheet</li> <li>- Poles (2 standing &amp; 1ridge), iron pegs &amp; pins, iron hammer</li> </ul>			
3	Woven Dry Raised Blankets	<p><b>Material:</b> Balance other virgin fibers (e.g. cotton) or cotton/synthetic mix</p> <p><b>Dimension:</b> Min. 150 x 200cm</p> <p><b>Thickness:</b> Min. 4 mm thick (measured under a load of 20 g/cm<sup>2</sup>)</p>			
4	Ropes	<p><b>Diameter:</b> 6 mm to 16 mm</p> <p><b>Material:</b> Polypropylene</p> <p><b>Weight:</b> 2.5kg/100m to 20 kg/100m</p> <p><b>Coil of approx.:</b> 200 m</p> <p><b>Safe load:</b> 50 to 500 kg</p>			
5	Safety Glasses	<p><b>Materials:</b> Polycarbonate or ABS materials.</p> <p>Eye coverage with side shield, anti-fog and anti-scratch coatings, flexible fitting frames.</p> <p>Color: clear lenses</p> <p><b>Quality Standard:</b> ANSI/ISEA Z87.1-2015</p>			




6	Gloves, Construction	<p><b>Materials:</b> Soft leather hand gloves for Construction works, Full Palm leather front and back, Safety rubberizes cuff for wrist protection</p> <p><b>Sizes:</b> 8", 11", 14", 16", 18", E</p> <p><b>Quality Standard:</b> E420 replaced by BS EN ISO 21420:2020</p>			
7	Work vest	<p><b>Materials:</b> polyester, High visibility with reflective bands, 2 pockets</p> <p><b>Quality Standard:</b> CSA-Z96-15 or alternative equivalent standard</p>			
8	Boots ( <u>Asbestos work</u> )	<p><b>Materials:</b> Nitrile rubber, anti-abrasion, anti-cut, oil-resistant, chemical-resistant; No laces.</p> <p><b>Quality Standard:</b> ASTM F2413-18</p>			
9	Warning tape and notices ( <u>Asbestos work</u> )	Colored construction hazard warning tape, 500 m (min.)			



10	Garbage bags (Asbestos work)	<p><b>Material:</b> Strong Polythene bags (stronger than normal refuse bags, contractor type bags):</p> <ul style="list-style-type: none"> <li>- LDPE rubble sack – type: big bags; 80x120cm (up to 25kg/80L); non laminated polypropylene, Low Density Polyethylene; transparent</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>- Double-walled asbestos bag – type: Asbestos bags; 80x120cm (up to 25kg/80L); non laminated polypropylene</li> </ul>			
11	Biohazard bags	<p><b>Material:</b> high density polyethylene (HDPE) or polypropylene (PP). Autoclave ability (temperature resistant up to 121 °C). Printed with a sterilization patch that darkens when subject to steam. Puncture, tear and leak resistant. Leak proof flat bottom seal. Black imprint “Biohazard” and tri-sickle logo according U+2623 on one side.</p> <p><b>Color:</b> red or yellow.</p> <p><b>Capacity:</b> Min 50L <b>Thickness:</b> minimum 0.038 mm (1.5 mil).</p> <p><b>Sizes:</b> width (45 cm), length (50 cm) (± 10%); width (60 cm), length (82 cm) (± 10%).</p>			





		<p><b>Quality Standard:</b> Puncture resistant meets ASTM D1709 (dart impact test), Tear resistant meets ASTM D1922 or ISO 6383-2, Temperature resistance test at 121°C</p>			
12	Hammer, sledge	<p><b>Materials:</b> forged, heat treated, tempered steel head; fiberglass-jacketed handle with ribbed grip Min. 12 lbs / 5.5 kg weight solid mallet (for masonry)</p> <p><b>Quality Standard:</b> ISO 15601:2000 or alternative equivalent standard</p>			
13	Wheelbarrow	<p><b>Materials:</b> Tray - heavy-duty steel, Handle - steel tubes with comfort grip; strong solid wheel (studded pneumatic tire);</p> <p><b>Load capacity (min.):</b> 6 cu. ft. (approx. 90L dry solid);</p> <p><b>Dimensions:</b> 25 in. W x 58 in. D x 27 in. H</p> <p><b>Quality Standard:</b> BS 1786:1951 or alternative equivalent standard</p>			




14	Shovel, digging, round point or square point	<p><b>Materials:</b> tempered steel blade, hardwood handle</p> <p><b>Dimensions:</b> 26" length (+/- 5%); with D-handle</p> <p><b>Quality Standard:</b> ISO 5680:1979 or alternative equivalent standard</p>			
15	Pick	<p><b>Materials:</b> tempered steel blade/tip, enamel coated, hardwood handle</p> <p><b>Dimensions (min.):</b> 6 lbs / 2.7 kg, length with handle 36"</p> <p><b>Quality Standard:</b> ISO 5680:1979 or alternative equivalent standard</p>			
16	Machete	<p><b>Materials:</b> Blade - Carbon spring steel blade, Handle - wooden/ plastic;</p> <p><b>Dimensions:</b> 18"-22" length</p> <p><b>Quality Standard:</b> ISO 4875-1:2006 or alternative equivalent standard</p>			
17	Chainsaw	<p><b>Displacement (cc):</b> 50 – 70</p> <p>Engine power min. 3.0 kW</p> <p><b>Powerhead weight (Kg):</b> 5</p> <p><b>Quality Standards:</b> EN381-1 or alternative equivalent standard</p> <p>Confirmation is required that the bidder can provide a minimum level of remote after sales / service support, maintenance, repair guidance / advice remotely for this item.</p>			



18	Zinc Sheet	<p><b>Dimension:</b> 42 "x 20' (min.)</p> <p><b>Thickness:</b> between 22 and 26 gauge</p> <p><b>Quality Standards:</b> EN988 or alternative equivalent standard</p>			
19	Gloves, medical examination, non-sterile	<p>Gloves, examination, nitrile, powder-free, sterile, single-use</p> <p>Gloves should have long cuffs, reaching well above the wrist, ideally to mid-forearm</p> <p><b>Performance Standards;</b> EU MDD Directive 93/42/EEC EN 455,</p> <ul style="list-style-type: none"> <li>• EU PPE Regulation 2016/425 EN 374</li> <li>• ANSI/ISEA 105,</li> <li>• ASTM D6319</li> </ul>			
20	Infrared Thermometer	<p>Specified accuracy to be not higher than 0.2–0.3 °C. Measurement range at least from 30–43 °C. High/low patient temperature display feature preferred. Auto power off required after minimum of 1 minute. Out of range indication required. Response (measurement) time not higher than 3 sec. Ready-to-use after switch-on in a time not higher than 10 sec. Infrared (IR) spectral response 6000–14 000 nm. Optimal measuring distance 8–12</p>			

		cm/4–6 inch. Equipment factory calibrated and pre-set emissivity data for all skin types. Automatic self-test on switch-on. Video and/or audio alert/signal at least for the following cases: switch-on, ready-to-use and measurement completed. Displayed Parameters; Display graded in 0.1/0.3 °C steps. High/low patient temperature, Low battery, Malfunction, °F or °C measurement units			
21	Mask, medical for patient (or other user different to health care worker)	Medical mask, good breathability, internal and external faces should be clearly identified. <b>Performance Standard:</b> EN 14683 Type I YY 0469 or YY/T 0969 (if bacterial droplet filtration is below 98%, or alternative equivalent standard			
22	Alcohol-based hand rub	Bottle 500 mL, at least 80% ethanol or 75% isopropyl alcohol (v/v). <b>Quality Standard:</b> ASTM E2755, ASTM E1115, ASTM E1174; EN 1500.			


23	Solar power pack with foldable panel and lightweight	<ul style="list-style-type: none"> <li>- Solar charge controller</li> <li>- Battery manager to regulate the voltage and current to keep batteries from over-charging and deep discharging</li> <li>- Output voltage to charge smart phones (fully charged within a day), laptops and devices an AC output (at 220V) or with up to 20 V a DC/DC converter must be provided if not built in</li> <li>- Solar charger must provide a USB adaptor to charge small devices such as: phones, radios, GPS, portable lighting, satellite phone and small battery packs</li> <li>- Power of 0.5W as a minimum output required</li> <li>- Nominal 12 V and minimum 100 Ah lithium based</li> <li>- The battery suitable for operating in ambient temperature (-20 C, +50 C)</li> <li>- Minimum number of full cycles: 1,500. Expected to be fully charged and discharged daily</li> <li>- Accessories (cables, connectors, etc.)</li> <li>- Foldable/un-foldable</li> <li>- Product can be installed directly by the user/beneficiary without need for specialized labor and/or tools</li> </ul>			
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		<p>and by following a set of simple and clear instructions included with the product. Confirmation is required that the bidder can provide a minimum level of remote after sales / service support, maintenance, repair guidance / advice remotely for this item.</p>			
24	Solar lantern with integrated solar panel	<ul style="list-style-type: none"> <li>- Light source: LED</li> <li>- Minimum lighting: 100 lumens (for brightest mode)</li> <li>- Minimum lamp lifespan: 20,000 hours</li> <li>- Light distribution: 360° - all round orientation light (not beam)</li> <li>- Lithium based battery</li> <li>- Battery capacity: sufficient to safely ensure the daily above operating conditions</li> <li>- Integrated</li> <li>- Solar charge controller to regulate the voltage and current to keep batteries from over-charging and over-discharging</li> <li>- High quality DC/DC USB adaptor that can be used with any mobile phone with USB charging cable/adaptor.</li> </ul>			

25	Safety boots (gum boots)	<p><b>Materials:</b> waterproof function for heavy debris, with steel sole and toe frames; anti-punch-steel inside, anti-abrasion, anti-cut, oil resistant, chemical resistant (in mild acid and alkali) High cut <b>Sizes:</b> 7", 8", 9" and above <b>Quality Standard:</b> ASTM F2413-18</p>			
26	Chainsaw extra equipment	<p>Include (min.):</p> <ul style="list-style-type: none"> <li>- File kit: round file, flat file, file guise, gauge &amp; handle</li> <li>- Wedge hammer: for driving wedges</li> <li>- Polymer wedge: 150mm wedges</li> <li>- Lubricants+Oil</li> </ul>			
27	Hard helmet (including ear protection system)	<p><b>Material:</b> PVC or ABS material resin-inner 6-8 point suspension space 30mm (1.2 inch) between the helmet shell and the head; chinstrap to prevent for falling; integrated ear protection with soft ear cushion and noise reduction rating (NRR) 30dB. <b>Colors:</b> Blue (80%) and white (20%)</p>			

		<b>Performance Standard:</b> ANSI Z89.1 or EN397 Type 01 Class E			
28	Safety chaps (protection trousers)	Leg protection against chainsaw injury <b>Performance Standard:</b> EN381-5:1995, Class 1, Type A; ASTM F1897 and ANSI Z133			
29	Disposable dust masks	Disposable. Filter class N95, NIOSH approved; Type AS/NZS 1715 for organic vapor, fumes, thinner; Class P1 or P2 dust mask standard (not hospital mask)			



30	First Aid Kit	<p>Medical Kit Bag in a secured portable metallic or plastic box with basic contents based of Red Cross/Crescent standards:</p> <ul style="list-style-type: none"> <li>- Wounds: Adhesive Plaster bandage Tape ½; Dressing 4x4 (5pcs); Bandages Elastic 3"; Butterfly Closure Strips; Saline Solution – 1 liter; Soap (preferably safeguard); Povidone Antiseptic Pad (10pcs); Adhesive Tape; Surgical Gloves 7"; Alcohol 500ml; Cotton Swab;</li> <li>- Tools: Pen Light with batteries; Scissors</li> <li>- Medication: Aspirin; Paracetamol; Povidone; Iodine Ammonia; Antibiotics ointments</li> </ul>			
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**Important notes to bidders;**

**When not stated otherwise, bidders are requested to consider indicated measures as minimum requirement**

**Product documentation / technical sheets / brochures included in bidder's offers in response to this ITB shall document adherence to all quality standards and technical requirements indicated in the table above.**

**Further for items Nr 19, 20, 22 and 29 the following additional documentation is required as per columns A, B, C and D indicated in table below.**

A. Manufacturing site documentation	B. Picture of the item and/or the brochure/ information leaflet	C. Product Certificate	D. Product Declaration of Conformity (DOC)
ISO 13485 or equivalent Quality Management System	Cross check <u>conformity of UNDP Request Form List</u> (see annex)	issued by an EU Notified Body for CE marked medical devices or a letter of approval of the Regulatory Authority from European Union, USA, Australia, Canada, Japan	referring to European Union, USA, Australia, Canada, Japan

Bidders are requested to confirm that they are able to provide a minimum level of remote after sales / service support, maintenance, repair guidance / advice remotely for items 1 (portable generator), 17 (Chain saw) and 23 (solar power pack). Bidders are further encouraged to comment in their offers to what extent they can commit to provision of onsite local service support for these three items in countries within the LAC region.

## 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 <a href="#">[INCOTERMS 2020]</a> (Pls. link this to price schedule)	DAP. Please note that the submitted bids will be evaluated based on:  -DAP UNHRD warehouse, Panama City, Panama,  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	UNHRD Warehouse Panama Pacifico International Airport Building 237, Hangar 1 Howard, Arraijan, Panama Republic of Panama
Mode of Transport	Since the intention is for goods to be available in the corresponding delivery locations earliest possible, normally, goods shall be delivered by air freight.
UNDP Preferred Freight Forwarder, if any	Will depend on each call-off issued through the resulting LTA
Distribution of shipping documents	Will depend on each call-off issued through the resulting LTA
Customs, if required, clearing shall be done by:	Will depend on each call-off issued through the resulting LTA

Ex-factory / Pre-shipment inspection	May be required for a particular call-off issued through the resulting LTA. Any requirements will be specified in the corresponding RFQ issued through the secondary bidding process.
Inspection upon delivery	May be required for a particular call-off issued through the resulting LTA. Any requirements will be specified in the corresponding RFQ issued through the secondary bidding process.
Installation Requirements	May be required for a particular call-off issued through the resulting LTA. Any requirements will be specified in the corresponding RFQ issued through the secondary bidding process.
Testing Requirements	May be required for a particular call-off issued through the resulting LTA. Any requirements will be specified in the corresponding RFQ issued through the secondary bidding process.
Scope of Training on Operation and Maintenance	May be required for a particular call-off issued through the resulting LTA. Any requirements will be specified in the corresponding RFQ issued through the secondary bidding process.
Commissioning	May be required for a particular call-off issued through the resulting LTA. Any requirements will be specified in the corresponding RFQ issued through the secondary bidding process.
Delivery lead time.	<p><b>For ITB evaluation purposes, DAP delivery time for the items indicated in the “Representative basket of relevant items” included in Section 6 shall be a maximum of six weeks.</b> Bidders are requested to indicate offered delivery time for each item under Form F, Price Schedule Form.</p> <p>Bidders are encouraged to further comment and describe, in the appropriate section in Form D, whether they regularly hold stock of any of the items included</p>

	<p>in the "representative basket of relevant items", either at their own premises and/or through any specific third party arrangements.</p> <p>For call-offs issued through the resulting LTA, specific delivery requirements will be specified in each corresponding RFQ issued through the secondary bidding process.</p>
Warranty Period	<p>Minimum 1 year for electric, electronic and mechanic equipment as well as for PPE (items 1, 17, 19, 20, 21, 23) in the list included in Section 5 of the ITB.</p> <p>Bidders are requested to confirm such warranty coverage in their offers (see table in Section 5)</p> <p>Every RFQ issued through the secondary bidding mechanism will clearly stipulate the warranty requirements for each items listed in it.</p>
Spare parts and Local Service Support	<p>When contracts are called-off from the resulting LTAs to meet specific needs in a given country of destination, and depending on the final list of items included in each RFQ, LTA holders may 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.</p>
Technical Support Requirements	<p>May be required for a particular call-off issued through the resulting LTA. Any requirements will be specified in the corresponding RFQ issued through the secondary bidding process.</p>
Payment Terms (max. advanced payment is 20% as per UNDP policy)	<p>Applicable to all call-off contracts issued against the resulting LTAs. 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.</p>
Conditions for Release of Payment	<p><input checked="" type="checkbox"/> Pre-shipment inspection (may be required)</p> <p><input checked="" type="checkbox"/> Inspection upon arrival at destination (may be required)</p> <p><input checked="" type="checkbox"/> Testing (may be required)</p>

	<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 RFQ requirements
All documentations, including catalogues, instructions and operating manuals, shall be in this language	<p>Bidders are required to transmit all technical documentation requested to be included in their offers in response to this ITB in either English and/or Spanish.</p> <p>During the secondary bidding process, specific language requirements will be stated in each RFQ transmitted to LTA holders. Depending on the destination for the goods, these may require documentation to be submitted in English, Spanish, French and/or Portuguese, in each case.</p>

## 5c: 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
- UNDP BU issuing the RFQ
- Quotation issued date
- PO date
- PO reference number
- Item category/ies included in the PO
- 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 managing the LTAs (tentatively on a by-yearly basis) either through teleconference and/or face to face meetings. The Team is based partly in New York and partly in Panama.

## 5d: LTA 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 RFQs and call-off 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.

The expectation is that deliveries are completed on time in at least 80% of the cases

### ***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.

The expectation is that orders comply with requirements in terms of qualities and quantities required for at least 95% of the cases.

### ***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.

### ***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.

Ratings including one or more -1 scores on the KPIs, and/or an average of less than 4 cumulative points will be subject to performance evaluation meeting with the corresponding LTA holder during the next bimonthly LTA performance monitoring meeting.

## 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:**

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ 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"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<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

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent)</b> <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment?</b> <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy?</b> <i>(If yes, provide a Copy)</i>	[Complete]
<b>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</b>	[Complete]
<b>Is your company a member of the UN Global Compact</b>	[Complete]
<b>Contact person that UNDP may contact for requests for</b>	Name and Title: [Complete]

clarifications during Bid evaluation	<p>Telephone numbers: [Complete]</p> <p>Email: [Complete]</p>
<p><b>Please attach the following documents:</b></p>	<ul style="list-style-type: none"> <li>▪ Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured</li> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any.</li> <li>▪ 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</li> <li>▪ Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.</li> <li>▪ <b>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.</b></li> <li>▪ <b>Quality Certificates for the proposed items conforming to one of the following standards:</b> <ul style="list-style-type: none"> <li>- European Union: CE Marked, ISO etc.</li> <li>- American</li> <li>- Japan</li> </ul> </li> </ul>

## 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]

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

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

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

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

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## 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 for the supply of goods / equipment of same or similar nature / purpose to the items included in Section 5 to this ITB.

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 3 Clients or more.
- ☒ Please include also information / documentation confirming the bidder's ability to deliver the required items within the stipulated delivery times indicated in Section 5b of this ITB. Bidders are encouraged to further comment and describe, in the appropriate section in Form D, whether they regularly hold stock of any of the items included in the "representative basket of relevant items", either at their own premises and/or through any specific third party arrangements,. Bidders are further encouraged to provide any additional comments / information / documentation highlighting their logistic capabilities to meet expected relative short delivery times.

## Financial Standing

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

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;

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

☐ Attached is a copy of the requested Letter Issued by a reputable Bank / Financial institution 60 or less days prior to the deadline for submission of bids confirming that the bidder has access to liquid funds and/or free credit lines / facilities for no less than USD 6 figures in the low range.

## 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.

Bidders are required to complete and return the Table included in Section 5 of this ITB, including their statements regarding whether or not their offers for each of the items detailed in the list adhere to the required specifications. Bidders are expected to include corresponding technical brochures and literature supporting their statements of adherence or not to the required technical specifications for each of the items included in the List.

### **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 A detailed description of the bidder's storage and warehousing capabilities and/or ability to expedite quick equipment delivery through third parties
- 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

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

It is important for bidders to note that the estimated annual and total requirements indicated in the Price Schedule below constitute only estimates that will be used by UNDP for offer evaluation purposes. Bidders shall further note that UNDP does not commit to purchasing any minimum quantities during the duration of the LTAs. In fact, final required quantities may be lower or higher to the quantities indicated in the Price Schedule below.

### Price Schedule

A. NR	B. ITEM TYPE / DESCRIPTION	C. Unit of measure	D. Estimated annual requirement (Number of units of measure) (see note above)	E. Unit Cost Offered EXW (Incoterms 2020) (USD)	F. Total annual cost offered EXW (Column D x Column E) (USD)	G. Offered freight cost to DAP UNHRD warehouse in Panama (for full estimated annual requirement per item type as indicated in column D)	H. TOTAL DAP Cost (Incoterms 2020) UNHRD Warehouse, Panama City, Panama (Column F + Column G)	G. Estimated DAP Delivery time UNHRD warehouse Panama (weeks after issuance of corresponding Purchase Order). Important; Please see note on delivery times in Section 5b of this ITB
1	Portable Generator	Each	40					
2	Family Tent 16m <sup>2</sup>	Each	720					
3	Woven Dry Raised Blankets	Each	1,200					
4	Ropes	Roll 100 mts	30					
5	Safety Glasses (Clear Safety Goggles)	Each	480					
6	Gloves, Construction	Pairs	1,800					
7	Work vest	Each	600					
8	Boots (Asbestos work)	Pairs	120					

9	Warning tape and notices (Asbestos work)	Roll	60					
10	Garbage bags (Asbestos work)	Each	24,000					
11	Biohazard bags	Box of 25.000 pieces	2					
12	Hammer, sledge	Each	120					
13	Wheelbarrow	Each	60					
14	Shovel, digging, round point or square point	Each	60					
15	Pick	Each	60					
16	Machete	Each	120					
17	Chainsaw	Each	12					
18	Zinc Sheet	Per m2	7,200					
19	Gloves, medical examination, non-esterile	Box of 100 units	1,080					
20	Infrared Thermometer	Each	12					
21	Mask, medical for patient (or other user different to health care worker)	Box of 50 units	2,160					
22	Alcohol-based hand rub	Each	2,160					
23	Solar power pack with foldable panel and lightweight	Each	40					
24	Solar lantern with integrated solar panel	Each	240					
25	Safety boots (gum boots)	Pair	480					
26	Chainsaw extra equipment	Each	12					
27	Hard helmet (including ear protection system)	Each	12					

28	Safety chaps (protection trousers)	Each	12					
29	Disposable dust masks	Each	12,000					
30	First Aid Kit	Each	24					
	TOTAL Cost Offered for all items							

Name of Bidder:

\_\_\_\_\_

Authorised signature:

\_\_\_\_\_

Name of authorised signatory:

\_\_\_\_\_

Functional Title:

\_\_\_\_\_

## FORM G: Form of Bid Security (not applicable for this tender)

**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 XXXXX 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 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 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 represented by the “representative basket of relevant products” included in Section 5 of the ITB. The final scope of the LTA will not be limited to the items detailed in the referred list.

3.2 For each case UNDP 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 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 the LTA. For such purpose UNDP BU will issue an RFQ/RFP among the LTA holders, awarded LTAs. The Contractor offering the lowest priced technically compliant offer shall be selected for award in each specific case. Each RFQ in question will outline the applicable evaluation criteria and basis for recommendation for award of contract.

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. Prices quoted against RFQs for items included in the “Representative basket of relevant items” included in Section 5 of the ITB will be subject to the “ceiling price” quoted by bidder’s in response to this ITB.

3.6.3. UNDP PSU will centrally manage the LTAs in order to maintain oversight. Requests for quotations may be issued by UNDP Business units, included Corporate / Regional Departments as well as Country Offices. 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 the “Representative Basket of relevant items”, included in Section 5 of the ITB 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 (12) 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 the “Representative basket of relevant items” included in Section 5 of the original IRB resulting in 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: \_\_\_\_\_

Form H: List of countries and territories in Caribbean, Central and South America expected to be covered under the LTA/s resulting from this tender.

Caribbean	Central & North America	South America
<a href="#"><u>Antigua &amp; Barbuda</u></a>	<a href="#"><u>Belize</u></a>	<a href="#"><u>Argentina</u></a>
<a href="#"><u>Aruba</u></a>	<a href="#"><u>Costa Rica</u></a>	<a href="#"><u>Bolivia</u></a>
<a href="#"><u>Bahamas</u></a>	<a href="#"><u>El Salvador</u></a>	<a href="#"><u>Brazil</u></a>
<a href="#"><u>Barbados</u></a>	<a href="#"><u>Guatemala</u></a>	<a href="#"><u>Chile</u></a>
<a href="#"><u>Cayman Islands</u></a>	<a href="#"><u>Honduras</u></a>	<a href="#"><u>Colombia</u></a>
<a href="#"><u>Cuba</u></a>	<a href="#"><u>Mexico</u></a>	<a href="#"><u>Ecuador</u></a>
<a href="#"><u>Dominica</u></a>	<a href="#"><u>Nicaragua</u></a>	<a href="#"><u>French Guiana</u></a>
<a href="#"><u>Dominican Republic</u></a>	<a href="#"><u>Panama</u></a>	<a href="#"><u>Guyana</u></a>
<a href="#"><u>Grenada</u></a>		<a href="#"><u>Paraguay</u></a>
<a href="#"><u>Guadeloupe</u></a>		<a href="#"><u>Peru</u></a>
<a href="#"><u>Haiti</u></a>		<a href="#"><u>Suriname</u></a>
<a href="#"><u>Jamaica</u></a>		<a href="#"><u>Uruguay</u></a>
<a href="#"><u>Martinique</u></a>		<a href="#"><u>Venezuela</u></a>
<a href="#"><u>Puerto Rico</u></a>		
<a href="#"><u>Saint Barthélemy</u></a>		
<a href="#"><u>St. Kitts &amp; Nevis</u></a>		
<a href="#"><u>St. Lucia</u></a>		
<a href="#"><u>St. Vincent and the Grenadines</u></a>		
<a href="#"><u>Trinidad &amp; Tobago</u></a>		
<a href="#"><u>Turks &amp; Caicos Islands</u></a>		
<a href="#"><u>Virgin Islands</u></a>		