

INVITATION TO BID

LTA - Supply and Delivery of Furniture for Educational Facilities in 11 Municipalities in 7 LOTs

Project: EU4Schools Programme

Country: Albania

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Contents

Section 1. Letter of Invitation	.4
Section 2. Instruction to Bidders	. 5
1. Introduction	5
2. Fraud & Corruption, Gifts and Hospitality	5
3. Eligibility	
4. Conflict of Interests	5
B. PREPARATION OF BIDS	0
5. GeneralConsiderations	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	
10. Technical Bid Format and Content	7
11. Price Schedule	,
12. Bid Security	7
13. Currencies	
14. Joint Venture, Consortium or Association	o 8
15. Only One Bid	9
16. Bid ValidityPeriod	
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
C. SUBMISSION AND OPENING OF BIDS	11
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
D. EVALUATION OF BIDS	12
26. Confidentiality	
27. Evaluation of Bids	
28. Preliminary Examination	13
29. Evaluation of Eligibility and Qualification	.13
30. Evaluation of Technical Bid and prices	
31. Due diligence	.13
32. Clarification of Bids	.14
33. Responsiveness of Bid	.14
34. Nonconformities, Reparable Errors and Omissions	14
E. AWARD OF CONTRACT	15
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	
39. Contract Signature	.15
40. Contract Type and General Terms and Conditions	
41. Performance Security	.15
42. Bank Guarantee for Advanced Payment	
43. Liquidated Damages	16

44. Payment Provisions	16
44. Payment Provisions	16
46. Other Provisions	16
Section 3. Bid Data Sheet	
Section 4. Evaluation Criteria	21
Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities	25
Section 5b: Other Related Requirements	26
Section 6: Returnable Bidding Forms / Checklist	29
Form A: Bid Submission Form	20
Form B: Bidder Information Form	21
Form C: Joint Venture/Consortium/Association Information Form	33
Form D: Eligibility and Qualification Form	34
Form E: Technical Bid FORMAT	36

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

- o Form A: Bid Submission Form
- o Form B: Bidder Information Form
- o Form C: Joint Venture/Consortium/Association Information Form
- o Form D: Qualification Form
- o Form E: Format of Technical Bid
- o Form E1: Equipment Commitment Form
- o Form F: Price Schedule
- o Form G: Bid Security

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

Please acknowledge receipt of this ITB by using the "Accept Invitation" function in eTendering system. This will enable you to receive amendments and updates to the ITB. Should you require further clarification, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for the queries on this ITB.

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

Approved by:

Nuno Queiros

Deputy Resident Representative

SECTION 2. INSTRUCTION TO BIDDERS

GENERAL PROVISIONS				
1. Introduction	1.1	Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d		
	1.2	Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.		
	1.3	UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.		
	1.4	As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.		
2. Fraud & Corruption, Gifts and Hospitality	2.1	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti		
	2.2	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.		
	2.3	In pursuance of this policy, UNDP:		
		(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.		
	2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct		
3. Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by		

these organizations.

3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

4. Conflict of Interests

- 4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or
 - c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
- 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.
- 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:
 - a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and
 - b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.

4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.

B. PREPARATION OF BIDS

5. General Considerations

- 5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
- 5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.

6.	Cost of Preparation of Bid	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.		
7.	Language	7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, must be written in the language (s) specified in the BDS.		
8.	Documents Comprising the Bid	 8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid. 		
9.	9. Documents Establishing the Eligibility and Qualifications of the Bidder Polyments 9.1 The Bidder shall furnish documentary evidence of its status as an equalified vendor, using the Forms provided under Section 6 and documents required in those forms. In order to award a contract to a qualifications must be documented to UNDP's satisfaction.			
 10. Technical Bid Format and Content 10.2 Samples of items, when required as per Section 5 time specified and unless otherwise specified by the UNDP. If not destroyed by testing, samples request and expense, unless otherwise specified. 10.3 When applicable and required as per Section 5, necessary training programme available for the mathematical three equipment offered as well as training material language of the Bid as specified in the BDS. 10.4 When applicable and required as per Section 5. 		 templates provided in Section 6 of the ITB. 10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified. 10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the 		
11.	Price Schedule	 11.1 The Price Schedule shall be prepared using the Form provided in Section 6 or the ITB and taking into consideration the requirements in the ITB. 11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price. 		
indicated days after 12.2 The Bid		indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30 days after the final date of validity of the Bid.		

- 12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.
- 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.
- 12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:
 - a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or:
 - b) In the event the successful Bidder fails:
 - i. to sign the Contract after UNDP has issued an award; or
 - ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.

13. Currencies

- 13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:
 - a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and
 - b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

14. Joint Venture, Consortium or Association

- 14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
- 14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
- 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.
- 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
- 14.5 A JV, Consortium or Association in presenting its track record and experience

	should clearly differentiate between:
	a) Those that were undertaken together by the JV, Consortium or Association.
	and
	 Those that were undertaken by the individual entities of the JV, Consortium or Association.
	14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
	14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Bid	15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	 16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive. 16.2 During the Bid validity period, the Bidder shall maintain its original Bid without
	any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Bid Validity Period	17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.
	17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case,

18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.
18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the par of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.
19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. I submission of alternative Bid is allowed by BDS, a Bidder may submit ar alternative Bid, but only if it also submits a Bid conforming to the ITE requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.
20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21.1 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

c. SUBMISSION AND OPENING OF BIDS 22. Submission 22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS. 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. Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions. Hard copy 22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified (manual) in the BDS shall be governed as follows: submission a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: i. Bear the name of the Bidder; ii. Be addressed to UNDP as specified in the BDS; and iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid. Email and 22.5 Electronic submission through email or eTendering, if allowed as specified in the **eTendering** BDS, shall be governed as follows: submissions Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS. Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/busine ss/procurement-notices/resources/

23.1 Complete Bids must be received by UNDP in the manner, and no later than the

23.2 UNDP shall not consider any Bid that is received after the deadline for the

and time that the bid was received by UNDP

date and time, specified in the BDS. UNDP shall only recognise the actual date

23. Deadline for

Submission of Bids

and Late Bids

		submission of Bids.
24. Withdrawal, Substitution, and	24.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification of Bids	24.2	Manual and Email submissions: A bidder may withdraw, substitute or modify it 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 a "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	24.3	eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit 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 Use Guide and Instructional videos.
		Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	25.2	UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDI 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 Bidshall be returned unopened to the Bidders.
		In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION	V OF I	BIDS
26. Confidentiality		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.
		Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Bids		UNDP will conduct the evaluation solely on the basis of the Bids received. Evaluation of Bids shall be undertaken in the following steps: a) Preliminary Examination including Eligibility

	a) Evaluation of Technical Bidsb) Evaluation of prices		
28. Preliminary Examination	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.		
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).		
 29.2 In general terms, vendors that meet the following criteria may be of qualified: a) They are not included in the UN Security Council 1267/1989 Collist of terrorists and terrorist financiers, and in UNDP's ineligible list; b) They have a good financial standing and have access to adequat resources to perform the contract and all existing commercial comes of the contract and all existing commercial commer			
30. Evaluation of Technical Bid and prices	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.		
31. Due diligence	Junce diligence 31.1 UNDP reserves the right to undertake a due diligence exercise, aimed determining to its satisfaction, the validity of the information provided by Bidder. Such exercise shall be fully documented and may include, but need be limited to, all or any combination of the following: a) Verification of accuracy, correctness and authenticity of informat provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluat criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdict on the Bidder, or with previous clients, or any other entity that may had done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on-going or completed contracts, including physical inspections of previous works, as deemed necessary;		
	monta, as accinica necessary,		

	 e) Physical inspection of the Bidder's offices, branches or other places business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage with selection process, prior to awarding the contract. 	
32. Clarification of Bids	32.1 To assist in the examination, evaluation and comparison of Bids, UNDP m its discretion, request any Bidder for a clarification of its Bid, based on the submitted documents.	
	32.2 UNDP's request for clarification and the response shall be in writing as change in the prices or substance of the Bid shall be sought, offered permitted, except to provide clarification, and confirm the correction of arithmetic errors discovered by UNDP in the evaluation of the Bid accordance with the ITB.	ed, or of any
	32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, when not a response to a request by UNDP, shall not be considered during the rand evaluation of the Bids.	
33. Responsiveness of Bid	33.1 UNDP's determination of a Bid's responsiveness will be based on the cor of the bid itself. A substantially responsive Bid is one that conforms to a terms, conditions, specifications and other requirements of the ITB wi material deviation, reservation, or omission.	all the
	33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and massubsequently be made responsive by the Bidder by correction of the made deviation, reservation, or omission.	
34. Nonconformities, Reparable Errors and Omissions	Provided that a Bid is substantially responsive, UNDP may waive any conformities or omissions in the Bid that, in the opinion of UNDP, deconstitute a material deviation.	non- o not
	34.2 UNDP may request the Bidder to submit the necessary information documentation, within a reasonable period, to rectify nonman nonconformities or omissions in the Bid related to documentation requirem Such omission shall not be related to any aspect of the price of the Bid. For the Bidder to comply with the request may result in the rejection of its Example 1.	aterial nents. ailure
	4.3 For the bids that have passed the preliminary examination, UNDP shall and correct arithmetical errors as follows:	check
	 a) if there is a discrepancy between the unit price and the line item total is obtained by multiplying the unit price by the quantity, the unit price prevail and the line item total shall be corrected, unless in the opini- UNDP there is an obvious misplacement of the decimal point in the price; in which case, the line item total as quoted shall govern and the price shall be corrected; 	shall on of unit
	if there is an error in a total corresponding to the addition or subtracti subtotals, the subtotals shall prevail and the total shall be corrected; a	
	c) if there is a discrepancy between words and figures, the amount in v shall prevail, unless the amount expressed in words is related t arithmetic error, in which case the amount in figures shall prevail.	
	4.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid	shall

	be rejected.			
E. AWARD OF CONTRACT				
Reject, Any or All bids as non-responsive, and to reject all Bids at any time prior to contract, without incurring any liability, or obligation to inform the		UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.		
36. Award Criteria		Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.		
37. Debriefing	· ,	In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.		
38. Right to Vary Requirements at the Time of Award		At the time of award of Contract, UNDP reserves the right to vary the quantit of goods and/or services, by up to a maximum twenty-five per cent (25%) of th total offer, without any change in the unit price or other terms and conditions.		
39. Contract Signature	 	Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.		
40. Contract Type and General Terms and Conditions	ŀ	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html		
41. Performance Security	<u>+</u>	1.1 A performance security, if required in the BDS, shall be provided in the amoun specified in BDS and form available at		

	https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default			
43. Liquidated Damages	43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.			
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.			
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to the persons or firms not awarded a contract through a competitive procureme process. In the event that a Bidder believes that it was not treated fairly, 1 following link provides further details regarding UNDP vendor protegrocedures: http://www.undp.org/content/undp/en/home/procurement/business/protest and-sanctions.html			
46. Other Provisions	 46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence. 46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence. 46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view doc.asp?symbol=ST/SGB/2006/15&treferer 			

SECTION 3. BID DATA SHEET

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

BDS No.	Ref. to Section.2	Data Specific Instructions / Requirements	
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub- parts of the Schedule of Requirements (partial bids)	Bidders can submit a bid for one LOT or Multiple LOTs or all the LOTs, however Bidders must bid for all the products stated within a LOT.
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will be Conducted Provide details below if ""Will be Conducted" is selected, otherwise delete the below Time: 11:00 Date: May 17, 2021 12:00 AM The UNDP focal point for the arrangement is: Procurement Unit E-mail: procurement.al@undp.org
5	16	Bid Validity Period	90 days
6	13	Bid Security	Required in the amount of 500,000 ALL for each LOT Please note, bidder must submit a Bid Security for each LOT in case the bidder wishes to submit bids for multiple or all the LOTs. Acceptable Forms of Bid Security: Bank Guarantee (See Section 6; Form G for template) A scanned copy of the bid security shall be submitted as part of the e-Tendering bid submission. The original of the Bid Security shall be delivered to the below address not later than 10 days after the submission deadline:

			the submission deadline: UNDP Albania, Str. Skenderbej, Gurten Building, 2nd Floor, Tirana, Albania
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: If the Contractor fails to supply the furniture items within the time period(s) stipulated by the PO, UNDP may deduct from the PO price the equivalent of: Percentage of contract price per day of delay: 0.3% Max. number of days of delay 30, after which UNDP may terminate the contract.
9	40	Performance Security	UNDP may require a performance security in the amount of 10% of the order value taking into consideration the context and specifics of the order in terms of requirements, urgency.
10	12	Currency of Bid	Local currency Albanian Lek (ALL) or USD for international bidders
11	31	Deadline for submitting requests for clarifications/ questions	7 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Procurement Unit Address: Skenderbej Str., Gurten Building, 2 nd Floor, Tirana, Albania E-mail address: <u>procurement.al@undp.org</u>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	07 June 2021 at 14:00 hrs. For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Bids	☐ Courier/Hand Delivery ☐ Submission by email ☑ e-Tendering
15	22	Bid Submission Address	All applicants that wish to participate in the process are requested to apply through the eTendering system at https://etendering.partneragencies.org . Applications not sent vie the e-Tendering system will not be considered. If already registered, go to https://etendering.partneragencies.org and sign in using your

username and password. Use "Forgotten password" link if you do not remember your password. Do not create a new profile. For first time registrants, use the following details to login and create access: Username: event.quest Password: why2change (DO NOT change this password) Once registered you will receive a valid password to the registered email address which you can use or signing in and changing your password. Please note that your new password should meet the following criteria: Minimum 8 characters At least one UPPERCASE LETTER At least one lowercase letter At least one number https://etendering.partneragencies.org Search for Business Unit ALB10 and Event ID: 16 22 Electronic submission (email or Format: PDF files or Excel files eTendering) requirements File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Max. File Size per transmission: 35Mb Documents which are required in original (such as Bid Security) should be sent to the UNDP address from BDS No. 6 with a PDF copy submitted as part of the electronic submission. Other documents need to be uploaded directly in the system. UNDP reserves the rights to ask for originals during the evaluation. Bidders will receive an automatic notification from eTendering system after bidding is closed. Please name the submitted files following the structure of the solicitation document and consolidate the files, using compression tools (zip etc.). Detailed instructions on how to register, submit, modify or cancel an application in the eTendering system are provided in the e-Tendering System Bidder User Guide and Instructional videos available on this link; https://www.undp.org/content/undp/en/home/procurement/busi ness/resources-for-bidders.html

			Please acknowledge receipt of this ITB by using the "Accept Invitation" function in e-Tendering system. This will enable you to receive amendments or updates to the ITB.
17	25	Date, time and venue for the opening of bid	Bidders will receive an automatic notification from the eTendering once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid. Evaluation of bids will be done separately for each LOT.
19		Expected date for commencement of Contract	July 5, 2021
20		Maximum expected duration of contract	One year with possibility of extension for additional 2 years.
21	35	UNDP will award the contract to:	 Lowest priced technically responsive, eligible and qualified bid per LOT. It is the intention of UNDP to award LTAs to one or more vendors for each LOT. The lowest priced technically responsive, eligible and qualified bid will be the Main LTA holder. A Secondary LTA may be awarded to the second lowest priced technically responsive, eligible and qualified bidder in order to mitigate the risk of non-timely provision of goods. Bidders seeking to obtain more than one LOT will need to comply with the requirements for each LOT separately. UNDP retains its right to request additional information, to confirm bidders' capabilities and compliance with required qualifications, staff, methodology and financial proposal. Regardless of the ability to execute work for more than one LOT, UNDP can at its discretion award a contract to other bidders for the purpose of reducing performance risk, considering the tight timeline.
22	39	Type of Contract	Long Term Agreement, Contract for and/or Services and afterwards a Purchase Order for each specific requirement http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other Information Related to the ITB	

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

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Certificates and Licenses	 Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder Export/Import Licenses, if applicable Environmental Impact License issued by relevant Authorities. Companies Health and safety management manual, ISO certificates Company business license, historical and trade extract 	Form B: Bidder Information Form
QUALIFICATION		
History of Non- Performing	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification

Contracts ¹		
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 5 years of relevant experience as a manufacturer of Furniture.	Form D: Qualification Form
	Minimum of 3 completed contracts of similar nature and complexity implemented over the last 5 years. At least one of the contracts shall be of an amount above U\$300,000 The contracts of similar nature and complexity will include the manufacturing of furniture, education facilities such as creches, kindergarten, schools, VET schools etc., accommodation facilities such as dormitories, hotels, residential buildings etc., and/or, offices, labs etc. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form Copies of the contracts and final certificate of payment Statement of Satisfactory Performance from the Top 3 (three) Clients in terms of Contract Value for the last five years
Financial Standing	Minimum average annual turnover ² of USD 800,000 or equivalent in ALL for the last 3 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
TECHNICAL EVALUATION		
	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
Methodology	Bidders must include 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 must be included. Bidder must outline in their methodology (in the proposal) how will they supply, deliver and install the furniture. The scope of work and materials to be used; Length of time in days necessary to	Form E: Technical Bid Form

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

² Minimum annual turnover should be based on industry standards but modified to reflect market context (e.g. for construction works, it is around 2-3 times the expected value of works contracts).

	complete the project. Plan and work scheducomply with health and safety rules and regdrawings and 3D illustration photos. The bisamples for review and approval, when require bid shall also include details of the Bidd and quality assurance review mechanisms.		
Personnel	The bidder must have 15 staff in average upperiod February 2019 – February 2021. The bidder must have at least 1 (one) wood with university degree employed and a valid included in the payroll.	Form E: Technical Bid Form The bidder shall submit Original Certificates issued by Tax Administration, confirming paid contribution for all registered full-time employed personnel for period of February 2019 – February 2021.	
Machineries	The entity must possess machineries/ equipment in optimal working conditions, of update technologies, which cover the range of ordered items. The bidder must have the minimum machineries/ equipment owned or rented, as listed below: Type of machineries/ equipment Tenoning machine (Tenonatrice) Turning lathe machine (Torno) Solid wood processing		Form E1: Equipment Commitment Form Please attach the following documents: - In relation with machineries/ equipment, the clearance deeds or
	Automatic planers and molder machine (Profilatriçe) Auto horizontal beam saw for panels (Skuadratriçe automatike për panele) Automatic edge banding machine (Bordatriçe automatike) CNC drilling & routing machine (CNC birimi & router (frezimi) Painting/Spraying machine (Makineri lyerje)	Wood based panels processing	purchase tax invoices, registered as an asset of the bidders or rent agreement, if applicable.
	Bender machine for metal sheets (Piegatriçe per llamarinë) Paneling machine (Makineri për panele) Bender machine for tubular (Makineri për përkulje tubash) Soldering iron and/or aluminum machine (Makineri saldimi për hekur dhe/ose alumin) Electrostatic painting line (Linjë elektrostatike për lyerje metali)	processing Metal processing	

	*It is a combination of surface planning, thickness and molder machines. If these three machines are in entity inventory, this machine is not necessary. (Është një kombinim i planit, grosetës dhe frezës. Nëse këto tre makineri janë në inventarin e kompanisë, kjo makineri nuk nevjojitet).	
FINANCIAL EVALUATION		
	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F and the Excel Sheets (Form F1).	Form F: Price Schedule Form and Excel Sheet (Form F1)
	Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)	
	Comparison with budget/internal estimates.	

SECTION 5A: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

The "EU4Schools" is an initiative funded by European Union (EU) to accelerate the recovery process in the education sector, after the earthquake of November 26, 2019 in Albania. The Action aims to deliver rapid assistance to help restore education facilities in order to ensure students loose minimum school and learning days, and to enable the gradual normalization of life of affected population in those municipalities, with education the foremost priority.

"EU4Schools" will target educational facilities, including creches, pre-schools, primary education, secondary schools – including VET schools and respective dormitories in municipalities affected by the earthquake, such as: (i) Lezha, (ii) Tirana, (iii) Rrogozhina, (iv) Mirdita (v) Vora, (vi) Shijak, (vii) Durres, (viii) Kruja, (ix) Kurbin, (x) Kamza and (xi) Kavaja.

The overall objective of this Action is to further support local and national governments in reducing social and economic losses, and to accelerate the recovery process through educational facility repairs and reconstruction. It will be implemented by UNDP in collaboration with the Albanian Government.

Through this procurement process, UNDP Albania aims at establishing Long-Term Agreements (LTAs) with qualified bidders, as per LOTs provided in Section 5A. After establishment of the LTA, contractors will be requested to provide furniture for education facilities upon completion of repair or reconstruction. Schedule for delivery of the furniture and equipment will be shared with the awarded companies. However, LTAs are considered non-exclusive and estimated amount are based on forecast of needs and the ceiling amount appeared in the LTA does not constitute a commitment to place call-offs up to the volume. UNDP has the right to enter into LTAs with more than one vendor and the right to split the award of contracts among the LTA holders if it is in UNDP's best interest.

It is the intention of UNDP to contract one or more vendors for each LOT of the ITB. Each LOT will be awarded to a Main LTA holder, which will provide the lowest priced technically responsive, eligible and qualified bid. A Secondary LTA may be awarded to another vendor for the same LOT, in order to mitigate the risk of non-timely provision of goods. The Secondary LTA holder will be the one providing the second lowest priced technically responsive, eligible and qualified bid.

The Call-off/Purchase Order issued to the qualified bidders will be based on one or more considerations of: a) ranking based on preferential pricing; b) availability of requirements when needed.

Prior issuing the Call-off/Purchase Order, a confirmation of ability to supply will be requested from the Main LTA holder. In case the Main LTA holder will not confirm its ability to manufacture/supply, the Secondary LTA holder will be requested to supply the required furniture.

The Bidder shall produce and supply furniture that meets all the requirements stipulated in this ITB and in accordance with provisions of applicable legislation as foreseen at the Decision of Council of Ministers no. 319, dated 12.04.2017 "On approval of standards for the design of schools", Decision of Council of Ministers no. 159, dated 01.03.2017 "On approval of standards for the design of kindergartens" and Decision of Council of Ministers no. 530, dated 20.07.2016 "On approval of standards for the designs of crèches".

Technical specifications including indicative quantities are provided in the attached excel sheets. The bidder must submit for each LOT the filled-in Schedule of Requirements and Technical Specifications in PDF signed and sealed, as well as in Excel version.

• LOT I – Durres Municipality 1 – 6 educational facilities



Form F1 - Lot 1.xlsx

LOT II – Durres Municipality 2 – 4 educational facilities



Form F1 - Lot 2.xlsx

• LOT III - Kurbin, Lezhe, Mirdite Municipality - 9 educational facilities



Form F1 - Lot 3.xlsx

• LOT IV - Kamez Municipalities - 8 educational facilities



Form F1 - Lot 4.xlsx

• LOT V - Tirana Municipalities - 7 educational facilities



Form F1 - Lot 5.xlsx

LOT VI – Kruje and Shijak Municipalities – 11 educational facilities



Form F1 - Lot 6.xlsx

LOT VII – Kavaja, Vora and Rrogozhina Municipalities – 11 educational facilities



Form F1 - Lot 7.xlsx

Please note that detailed information in relation with indicative quantities of the furniture for the respective educational facilities/ each LOT can be found at excel sheet named "List of Educational Facilities".

Kindly find below the link to the online portal, displaying information on geographical location for the educational facilities: http://www.eu4schoolsportal.al/

SECTION 5B: OTHER RELATED REQUIREMENTS

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

Delivery Term [INCOTERMS 2020]	DAP
(Pls. link this to price schedule)	(Delivery at Place)
Exact Address of Delivery/Installation Location	The Addresses of Delivery/Installation of Furniture are specified as bellow: At the location of the Educational Facilities in each of the 11 Municipalities. To be determined at time of Purchase Order
Mode of Transport Preferred	Land
UNDP Preferred Freight Forwarder, if any ³	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Customs, if required, clearing shall be done by:	Supplier
Ex-factory / Pre-shipment inspection	No
Inspection upon delivery	Yes
Installation Requirements	The seller shall provide installation services upon delivery of supplies.
Testing Requirements	Samples of items might be requested to be provided by the Bidder 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.
Scope of Training on Operation and Maintenance	N/A
Commissioning	N/A
Warranty Period	 All items shall include one (1) year warranty on defect liability following acceptance of the Goods by UNDP; During the period which the warranty is effective, upon notice by UNDP that the Goods do not conform to

³A factor of the <u>Incoterms</u> stipulated in the ITB. The use of a UNDP preferred freight forwarder may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to UNDP when clearing with customs authority of the country of destination.

	the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; 3. The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with the warranty under the Contract.
Local Service Support	N/A
Technical Support Requirements	N/A
After-sale services Requirements	 ☑ Warranty on Parts and Labor for minimum period of One Year ☑ Technical Support ☐ Provision of Service Unit when pulled out for maintenance /repair ☐ Others [pls. specify]
Payment Terms (max. advanced payment is 20% as per UNDP policy)	90% within 30 days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice and 10% after the expiration of the warranty period of one (1) year.
Conditions for Release of Payment	 ☑ Pre-shipment inspection ☑ Inspection upon arrival at destination ☑ Installation ☑ Testing ☐ Training on Operation and Maintenance ☐ Others [pls. specify] ☑ Written Acceptance of Goods based on full compliance with ITB requirements
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English
Maximum expected delivery of Goods	The successful bidder(s) will be expected to deliver the Furniture within 4 weeks from the issuance of the Purchase Order (PO), however the delivery schedule will be adjusted for each order during the PO stage.

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

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

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

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
 Form A: Bid Submission Form 	
Form B: Bidder Information Form	
 Form C: Joint Venture/Consortium/ Association Information Form 	
 Form D: Qualification Form 	
 Form E: Format of Technical Bid 	
 Form E1: Equipment Commitment Form 	
 From G: Form of Bid Security 	
Have you provided the required documents to establish compliance with t evaluation criteria in Section 4?	he

Price Schedule:

 Form F: Price Schedule Form 	
Excel Sheet(s) in Section 5A (Form F1)	

Form A: Bid Submission Form

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

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

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

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

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

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

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

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

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

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

Name:		
Title:		
Date:		
Signature:		

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

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

contact for requests for clarifications during Bid evaluation

Please attach the following documents:

Telephone numbers: [Complete]

Email: [Complete]

- Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured
- Certificate of Incorporation/ Business Registration
- Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder
- Trade name registration papers, if applicable
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences 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
- Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder
- Export Licenses, if applicable
- Local Government permit to locate and operate in assignment location, if applicable
- Environmental Impact License issued by the relevant Authorities.
- Companies Health and safety management manual, ISO certificates
- Company business license, historical and trade extract

Form C: Joint Venture/Consortium/Association Information Form

7						
Nam	e of Bidder:	[Insert Name of Bidd	er]		Date:	Select date
ITB r	eference:	[Insert ITB Reference	Number]			
	completed and r re/Consortium/A	eturned with your Bid i ssociation.	f the Bid is sub	omitted as a Joir	nt	
No		ner and contact information in the numbers, fax numbers,		(in %) and t	ype of g	on of responsibilities goods and/or services erformed
1	[Complete]			[Complete]		
2	[Complete]			[Complete]		
3	[Complete]			[Complete]		
we ha	egal structure of	ppy of the below refer	enced docum	ent signed by verable liability	every pa of the m	artner, which details the nembers of the said joint
☐ Let	ter of intent to fo	orm a joint venture	OR 🗆	JV/Consortiun	n/Associ	ation agreement
We he shall b	reby confirm tha e jointly and seve	t if the contract is awa erally liable to UNDP fo	rded, all partie or the fulfillme	es of the Joint \ nt of the provis	enture/ ions of t	Consortium/Association the Contract.
Name	e of partner:		Nam	e of partner:		
Signa	ture:		Signa	iture:		
Date:	<u>. </u>		Date:			
Name	e of partner:		Name	e of partner:		
Signa	ture:		Signa	ture:		
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

□Non-pe	rforming contracts di	d not occur during the last 3 years	
□ Contrac	ct(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)

□ No litiga	tion history for the l	ast 3 years	
☐ Litigation	n History as indicate	d below	
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

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

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

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

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

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more. Also attached are the contract and invoices.

Financial Standing

Annual Turnover for the last 3 years	Year 2018 Year 2019 Year 2020	USD USD USD		
Latest Credit Rating (if any), indicate the source				

Financial information (in US\$ equivalent)	Historic information for the last 3 years				
	Year 1 (2018)	Year 2 (2019)	Year 3 (2020)		
	Information from Balance Sheet				
Total Assets (TA)					
Total Liabilities (TL)					
Current Assets (CA)					
Current Liabilities (CL)					
	Infor	mation from Income State	rment		
Total / Gross Revenue (TR)					
Profits Before Taxes (PBT)					
Net Profit					
Current Ratio					

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

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

☐ Attestation of Annual Turnover for the past 3 years, issued by the relevant Authorities.

Form E: Format of Technical Bid

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

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

SECTION 1: Bidder's qualification, capacity and expertise

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

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

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

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

The Bidder shall fill in the Excel Sheet(s) in Section 5A on compliance of the bid with the technical specifications and other requirements stipulated in Section 5b.

SECTION 3: Management Structure and Key Personnel

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

Format for CV of Proposed Key Personnel

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

l, 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.

N	
Signature of Personnel	Date (Day/Month/Year)

Form E1: Equipment Commitment Form

The list of minimum equipment required is provided in Section 4.

Machineries/ Equipment	Manufacturer	Model	Year of manufact urer	Source (Owned or Rented)
Tenoning machine (Tenonatriçe)				Heritag
Turning lathe machine (Torno)				
Automatic planers and molder machine* (Profilatrice)				
Auto horizontal beam saw for panels (Skuadratriçe automatike për panele)				
Automatic edge banding machine (Bordatrice automatike)				
CNC drilling & routing machine (CNC birimi & router (frezimi)				
Painting/Spraying machine (Makineri lyerje)				
Bender machine for metal sheets (Piegatriçe per llamarinë)				
Paneling machine (Makineri për panele)				
Bender machine for tubular (Makineri për përkulje tubash)				
Soldering iron and/or aluminum machine (Makineri saldimi për hekur dhe/ose alumin)				
Electrostatic painting line (Linjë elektrostatike për lyerje metali)				
Please list here any other relevant owned, rented or leased equipment				

We, the undersigned, undertake to commit at the minimum the followorks project	owing equipment for the subject matte
Name:	_
Title:	_
Date:	
Signature:	
[Stamp with official stamp of the Bidder	

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 as indicated in the Instruction to Bidders.

The Bidder shall provide its prices by completing the Excel Sheet(s) in Section 5A. Please fill in only the fields highlighted in yellow. Total prices of each Lot the bidder is submitting its bids for shall be inserted in this Form F - Price Schedule form below. Duly completed Excel Sheet shall be provided both in Excel and PDF format (signed and sealed version).

Currency of the Bid: [Insert Currency]

Price Schedule

Lot	Description	Total Price
Lot 1	Durres Municipality 1 – Furniture for 6 educational facilities	
Lot 2	Durres Municipality 2 – Furniture for 4 educational facilities	
Lot 3	Kurbin, Lezhe, Mirdite Municipality – Furniture for 9 educational facilities	
Lot 4	Kamez Municipalities – Furniture for 8 educational facilities	
Lot 5	Tirana Municipalities – Furniture for 7 educational facilities	
Lot 6	Kruje and Shijak Municipalities – Furniture for 11 educational facilities	
Lot 7	Kavaja, Vora and Rrogozhina Municipalities – Furniture for 11 educational facilities	

FORM G: Form of Bid Security

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

To:

UNDP

[Insert contact information as provided in Data Sheet]

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

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

- 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]