

Empowered lives. Resilient nations.

# **INVITATION TO BID**

# **UNDP/UNRCO Common Premise Office Layout**

- ITB No.: 001/2021
- Project: UNDP/UNRCO Common Premise Office
- Country: Belize
- Issued on: 19 May 2021

Section 1. Letter of Invitation	4
Section 2. Instruction to Bidders	5
A. GENERAL PROVISIONS	5
1. Introduction	5
2. Fraud & Corruption, Gifts and Hospitality	5
3. Eligibility	
4. Conflict of Interests	
B. PREPARATION OF BIDS	6
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	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 ValidityPeriod	
17. Extension of Bid Validity Period	9
18. Clarification of Bid (from the Bidders)	
19. Amendment of Bids	10
20. Alternative Bids	10
21. Pre-Bid Conference	
C. SUBMISSION AND OPENING OF BIDS	11
22. Submission	11
Hard copy (manual) submission	
Email and eTendering submissions	
23. Deadline for Submission of Bids and Late Bids	
24. Withdrawal, Substitution, and Modification of Bids	
25. Bid Opening	
D. EVALUATION OF BIDS	
26. Confidentiality	
27. Evaluation of Bids	
28. Preliminary Examination	
29. Evaluation of Eligibility and Qualification	
30. Evaluation of Technical Bid and prices	
31. Due diligence	
32. Clarification of Bids	
33. Responsiveness of Bid	
34. Nonconformities, Reparable Errors and Omissions	
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Bids	
36. Award Criteria	
37. Debriefing	
38. Right to Vary Requirements at the Time of Award	
39. Contract Signature	
40. Contract Type and General Terms and Conditions	
41. Performance Security	
42. Bank Guarantee for Advanced Payment	
43. Liquidated Damages	

44. Payment Provisions	16
45. Vendor Protest	16
46. Other Provisions	16
Section 3. Bid Data Sheet	17
Section 4. Evaluation Criteria	20
Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities	22
Section 5b: Other Related Requirements Error! Bookmark not de	fined.
Section 6: Returnable Bidding Forms / Checklist	34
Form A: Bid Submission Form	
Form B: Bidder Information Form	
Form C: Joint Venture/Consortium/Association Information Form	39
Form D: Eligibility and Qualification Form	
Form E: Technical Bid FORMAT	

# Section 1. 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 • Form A: Bid Submission Form • Form B: Bidder Information Form

- o Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Bid
- Form F: Price Schedule
- Form G: Form of Bid Security

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

Please acknowledge receipt of this ITB by sending an email to procurement.bz@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also 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 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 opportunities.

Issued by

Approved by:

Name: Hector Alpuche Title: Procurement Associate Date: **May 10, 2021**  Name: Ian King Title: Deputy Resident Representative Date: Select date

# 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 ( <u>www.ungm.org</u> ). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
2.	Fraud & Corruption, Gifts and Hospitality	2.1	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a>
		2.2	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
		2.3	In pursuance of this policy, UNDP:
			<ul><li>(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;</li><li>(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.</li></ul>
		2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <u>https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</u>
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

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 programme/project related to the goods and/or services requested under this TB; or         b)       Were involved in the preparation and/or design of the programme/project related to the goods and/or services in y other reason, as may be established by, or at the discretion of UNDP.         c)       Are found to be in conflict for any other reason, as may be established by. Or at the discretion process;         b)       Were involved in the preparation and/or design of the programme/project related to the goods and/or services indus selection process;         c)       Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.         c)       Are found to be in conflit con any other reason deservices of the programme/pro			these organizations.
<ul> <li>interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disquilified. 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:         <ul> <li>a) Are or have been associated in the past, with a firm orany 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> </li> <li>10 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.</li> <li>31 Similarly, the Bidders must disclose in their Bid their knowledge of the following:                 <ul></ul></li></ul>		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
<ul> <li>which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> <li>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.</li> <li>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:         <ul> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> <li>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</li> </ul> </li> <li>4.4 The eligibility of Bidders that are wholly or party 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 ovenership/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.</li> <li><b>b. PREPARAT</b></li></ul>	4. Conflict of Interests	4.1	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
<ul> <li>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:         <ul> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</li> <li>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.</li> </ul> </li> <li>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.</li> <li><b>B. PREPARATION OF BIDS</b></li> <li><b>5. General Considerations</b> <ul> <li>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.</li> </ul> </li> </ul>		4.2	<ul> <li>which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> <li>In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on</li> </ul>
<ul> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</li> <li>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.</li> <li>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.</li> <li><b>B. PREPARATION OF BIDS</b></li> <li><b>5. General</b> Considerations</li> <li><b>5.1</b> 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.</li> </ul>		4.3	
<ul> <li>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.</li> <li><b>B. PREPARATION OF BIDS</b></li> <li><b>5. General</b> Considerations</li> <li>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.</li> </ul>		<b>-</b>	<ul> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> <li>Failure to disclose such an information may result in the rejection of the Bid or</li> </ul>
<ul> <li>5. General Considerations</li> <li>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.</li> </ul>		4.4	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
<b>Considerations</b> deficiencies in providing the information requested in the ITB may result in rejection of the Bid.	B. PREPARATIO	NO	F BIDS
5.2 The Bidder will not be permitted to take advantage of any errors or omissions in		5.1	deficiencies in providing the information requested in the ITB may result in
the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.		5.2	•

6.	Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7.	Language	7.1	The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8.	Documents Comprising the Bid	8.1	The Bid shall comprise of the following documents and related forms which details are provided in the BDS:
			<ul> <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>c) Assertion by and (as assessed into the Bidder)</li> </ul>
			e) Any attachments and/or appendices to the Bid.
9.	Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10.	Technical Bid Format and Content	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
		10.2	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
		10.3	When applicable and required as 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.
		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.
11.	Price Schedule	11.1	The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
		11.2	Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12.	Bid Security	12.1	A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
		12.2	The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.

<ul> <li>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</li> <li>12.4 In the event an electronic submission is allowed in the EDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</li> <li>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:         <ul> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails:                 <ul> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to fursit the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul> </li> </ul> <li>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:</li></li></ul>			
<ul> <li>a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</li> <li>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:         <ul> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails:                 <ul> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li></ul></li></ul></li></ul>		12.3	
<ul> <li>any, or combination, of the following conditions:         <ul> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails:                 <ul> <li>to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li></ul></li></ul></li></ul>		12.4	a copy of the Bid Security in their bid and the original of the Bid Security must
<ul> <li>specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ol> <li>to sign the Contract after UNDP has issued an award; or</li> <li>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> </ol> </li> <li>13. Currencies <ol> <li>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: <ol> <li>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>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> </ol> </li> <li>14. Joint Venture, Consortium or Association for the Bid; and (ii) if they are awarded the contract he contract hall be evidenced by a duly notarized Agreement among the legal entities, shall be didered by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) 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.</li> <li>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.</li> <li>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.</li> <li>14.4 The description of the organization of the IB, both in the Bid and the JV, Consortium or Association Agre</li></ol></li></ul>		12.5	
<ul> <li>Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:         <ul> <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> </li> <li>14. Joint Venture, 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 IV, 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.</li> <li>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the IV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</li> <li>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 assessment by UNDP.</li> </ul>			<ul> <li>specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ol> <li>to sign the Contract after UNDP has issued an award; or</li> <li>to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of</li> </ol> </li> </ul>
currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; andb)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 Association14.1If 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 eating for and on behalf of all the member entities comprising the joint venture.14.2After 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.14.3The 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.14.4The description of the organization of the JN, Consortium or Association shall abide by the provisions of the ITB, both in the Bid and the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.	13. Currencies	13.1	Where Bids are quoted in different currencies, for the purposes of comparison
<ul> <li>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> <li>14. Joint Venture, 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.</li> <li>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</li> <li>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.</li> <li>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 shall be subject to the eligibility and qualification assessment by UNDP.</li> </ul>			currency, in accordance with the prevailing UN operational rate of exchange
<ul> <li>Consortium or Association</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul>			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
<ul> <li>the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</li> <li>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.</li> <li>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.</li> </ul>	Consortium or	14.1	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
<ul> <li>shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</li> <li>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.</li> </ul>		14.2	the JV, Consortium or Association shall not be altered without the prior written
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.		14.3	shall abide by the provisions of Clause 9 herein in respect of submitting only one
14.5 A JV, Consortium or Association in presenting its track record and experience		14.4	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
		14.5	A JV, Consortium or Association in presenting its track record and experience

	should clearly differentiate between:
	<ul> <li>Those that were undertaken together by the JV, Consortium or Association; and</li> </ul>
	<ul> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul>
	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.
	<ul> <li>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</li> <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>
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, the Bid shall not be further evaluated.

18.1	Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
18.2	UNDP will provide the responses to clarifications through the method specified in the BDS.
18.3	UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.
19.1	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. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.
20.2	If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21.1	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.
	19.1 19.2 20.1 20.2

c. SUBMISSION		O 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.
	22.2	The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
	22.3	Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4	Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
		a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.
		<ul> <li>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: <ol> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> </li> </ul>
		If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.
Email and eTendering submissions	22.5	Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:
Submissions		a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;
		b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.
	22.6	Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <u>http://www.undp.org/content/undp/en/home/operations/procurement/busine</u> <u>ss/procurement-notices/resources/</u>
23. Deadline for Submission of Bids and Late Bids	23.1	Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP
	23.2	UNDP shall not consider any Bid that is received after the deadline for the

		submission of Bids.
24. Withdrawal, Substitution, and	24.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification of Bids	24.2	Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	24.3	eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.
	24.4	Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	25.1 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 UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.
	25.3	In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION	I OF	BIDS
26. Confidentiality	26.1	Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
	26.2	Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Bids	27.1	UNDP will conduct the evaluation solely on the basis of the Bids received.
	27.2	<ul><li>Evaluation of Bids shall be undertaken in the following steps:</li><li>a) Preliminary Examination including Eligibility</li><li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li></ul>

28. Preliminary Examination	<ul> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> <li>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</li> <li>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.</li> </ul>
29. Evaluation of Eligibility and Qualification	<ul> <li>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</li> <li>29.2 In general terms, vendors that meet the following criteria may be considered</li> </ul>
	<ul> <li>25.2 In general terms, vendors that meet the following check may be considered qualified:</li> <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>
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	<ul> <li>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</li> <li>a) Verification of accuracy, correctness and authenticity of information 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>

		<ul> <li>works, as deemed necessary;</li> <li>Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
32. Clarification of Bids	32.1	To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.
	32.2	UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.
	32.3	Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.
33. Responsiveness of Bid	33.1	UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.
	33.2	If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34. Nonconformities, Reparable Errors and Omissions	34.1	Provided that a Bid is substantially responsive, UNDP may waive any non- conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.
	34.2	UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	34.3	For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:
		a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;
		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
		<ul><li>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;</li><li>b) if there is an error in a total corresponding to the addition or subtraction of</li></ul>

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

		https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP _DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20 and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=de fault
43. Liquidated Damages	43.1	If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1	Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
45. Vendor Protest	45.1	UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html
46. Other Provisions	46.1 46.2 46.3	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. 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. 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&refer er

# Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub- parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will be Conducted
			Time: 2:00 PM
			Date : May 28, 2021 12:00 AM
			Venue : Social Security New Building for Viewing
			The UNDP focal point for the arrangement is:
			Eldo Lopez, Operations Analys Telephone: 501 611 03096
			E-mail: eldo.lopez@undp.org
5	16	Bid Validity Period	90 days
6	13	Bid Security	Required in the amount of BZD \$10,000
			Acceptable Forms of Bid Security
			<ul> <li>Bank Guarantee (See Section 8 for template)</li> <li>Any Bank-issued Check / Cashier's Check / Certified Check</li> </ul>
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows:

			Percentage of contract price per day of delay: 1% Max. number of days of delay 10, after which UNDP may terminate the contract.
9	40	Performance Security	Required in the amount of BZD \$10,000
10	12	Currency of Bid	Local currencyBZD
11	31	Deadline for submitting requests for clarifications/ questions	10 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Hector Alpuche Address: UNDP – email only E-mail address: procurement.bz@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email
14	23	Deadline for Submission	June 7, 2021 @ 4:30p.m. 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	<ul> <li>□ Courier/Hand Delivery</li> <li>⊠ Submission by email</li> <li>□ e-Tendering</li> </ul>
15	22	Bid Submission Address	procurement.bz@undp.org
16	22	Electronic submission (email or eTendering) requirements	<ul> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Max. File Size per transmission: 8MB</li> <li>Mandatory subject of email: UNDP/UNRCO Common Premise Office Layout</li> </ul>

			<ul> <li>Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission:</li> <li>3<sup>rd</sup> Floor, Lawrence Nicolas Building South Ring Road,</li> <li>City of Belmopan Belize</li> </ul>
17	25	Date, time and venue for the opening of bid	Date and Time: June 8, 2021 2:00 PM Venue: Virtually In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	June 21, 2021
20		Maximum expected duration of contract	4 weeks
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Civil Works http://www.undp.org/content/undp/en/home/procurement/busi ness/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works http://www.undp.org/content/undp/en/home/procurement/busi ness/how-we-buy.html
24		Other Information Related to the ITB	[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the ITB must be cited here, and any further entries that may be added below this table row]

# 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 (if required) submitted as per ITB requirements with compliant validity period

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

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

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

Subject	Criteria	Document Submission requirement	
ELIGIBILITY			
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form	
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form	
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form	
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form	
Certificates and Licenses	<ul> <li>Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> </ul>	Form B: Bidder Information Form	
QUALIFICATION			
History of Non- Performing Contracts <sup>1</sup>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form	

<sup>&</sup>lt;sup>1</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the

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 10 years of relevant experience.	Form D: Qualification Form	
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 2 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form	
Financial Standing	Minimum average annual turnover <sup>2</sup> of USD250,000 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	
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. 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.	Form F: Price Schedule Form	
	Any additional criteria if required		

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.

<sup>&</sup>lt;sup>2</sup> 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).

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

### PREAMBLES TO BILL OF QUANTITIES

#### 1. General

1 (1) The Contractor's attention is drawn to the Conditions of Contract, Specification and Contract Drawings, which are to be read in conjunction with the Bills of Quantities.

#### 2. Application of Preambles

2 (1) The Clauses of the Preamble apply to the work described in the Contract and to any additional or varied work which the Contractor may be required to execute under this Contract except where specifically varied therein.

#### 3. Units, Decimal System and Currency

3(1) All sizes and quantities have been entered in the Bill of Quantities in metric units. The following units of measurement and abbreviations shall be used.

Unit	Measurement
SY	Square Yards
SF	Square Feet
LF	Linear Feet
LY	Linear Yards
No	Number
LS	Lump Sum

- 3(2) All sizes, quantities and sums of money have been entered in the Bills of Quantities with, where relevant, a full stop showing the decimal position.
- 3(3) The unit of currency used in this contract is Belize Dollars (BZ\$).
- 3(4) The extension of the rate multiplied by the quantity shall be entered in the "Amount" column to the nearest two decimal places.

#### 4. Method of Measurement

- 4(1) The Works as executed will be measured for payment in accordance with the Preamble and the Bill of Quantities and under the items therein set forth notwithstanding any custom to the contrary. The net measurement or weight of the finished work in place will always be taken except where otherwise specified.
- 4(2) The Contractor shall make allowance in the unit rates for waste, laps ,cuttings, etc. and no deduction will be made for grout nicks, joggle holes or rounded a rises or for settlement or for fitting ironwork etc., except where otherwise specified.

#### 5. Rates and Sums to be for Work

5(1) Notwithstanding any limits which may be implied by the wording of the individual items and or the explanations in this Preamble, it is to be clearly Completely understood by the Contractor that the rates and sums which he enters in the Bill of Quantities are to be for the work finished complete in every respect; he will be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this Contract and to have priced the items herein accordingly. The rates and sums must therefore include for all incidental and contingent expenses and risks of every kind necessary to construct and complete the whole of the Works and remedy any defects therein in accordance with the Contract. Unless separate Bill items are provided full allowance is to be made in the rates and sums against the various items in the Bills of Quantities for all costs involved in the following, inter alia, which are referred to and/or specified herein:

The rates and prices entered in the Bill of Quantities shall be deemed to be the full inclusive value of the work covered by the several items including the following, unless expressly stated otherwise:

- (i) Labor and costs in connection therewith.
- (ii) The supply of materials, goods, storage and costs in connection therewith including delivery to Site, taking delivery of materials and goods supplied by others, unloading, storage, and costs in connection therewith.
- (iii) Plant and costs in connection therewith.
- (iv) Fixing, erecting and installing or placing of materials and goods in position.
- (v) Temporary Works.
- (vi) The effect on the phasing of the Works or any element of the Works to the extent set forth or reasonably implied in the documents on which the tender is based.
- (vii) General obligations, liabilities and risks involved in the execution of the Works set forth or reasonably implied in the documents on which the tender is based.
- (viii) Establishment charges, overheads and profit.

(ix) Waste.

- (x) Testing carried out by the Contractor in accordance with the particular requirements of the Contract including supplying results of tests, reports and certificates.
- (xi) Supply and delivery of samples to the Engineer in accordance with the particular requirements of the Contract.
- (xii) Checking, inspecting, examining, measuring and verifying goods, materials and workmanship including supplying results, reports and certificates.
- (xiii) Attendance and transport for sampling and testing carried out by the Engineer.
- (xiv) Complying with Quality Assurance requirements of the Contract and providing certificates of conformity.
- (xv) Preparation and supply of detailed working drawings.
- (xvi) Awaiting approvals and consent.
- (xvii) All setting out and survey work;
- (xviii) Temporary access, fencing watching, lighting, and all temporary works, including the removal on completion unless specified or agreed to remain;
- (xviv) Paying fees and giving notices to Authorities;
  - (xx) Complying with all Statutory Requirements, including compliance with the Environmental Compliance Plan for the Scheme and the provision of measure required to prevent contamination of waterways by toxic chemical substance, sewage, oil, grease, as well as from the washing of sand or crushed materials;
- (xxi) Payment of all patent rights and royalties
- (xxii) Reinstatement of the Site;
- (xxiii) Safety precautions and all measures to prevent and suppress fire and other hazards;
- (xxvi) Supplying, maintaining and removing on completion the Contractor's own
- 5 (3) Items against which no rate or sum is entered by the Contractor, whether quantities are stated or not, will not be paid for when executed but will be regarded as covered by other rates in the Bills of Quantities.
- 5 (4) The quantities for work and materials stated in the Bills of Quantities are not to be considered as limiting or extending the amount of work to be done or materials to be supplied by the Contractor.

#### 6. Rates and Sums to Bear Proper Relation to Work

6 (1) The rates and sums entered by the Contractor against all items in the Bill of Quantities must bear a proper relationship to the cost of carrying out the work described in the Contract; all on-costs, profits, overheads

and similar charges (unless separately itemized ) which are applicable to the Contract as a whole are to be spread over all the rates in the Bills whilst those which apply to particular sections of the Contract are to be spread only over the items to which those sections refer.

#### 7. Breakdown of Rates

7 (1) The Contractor shall, when directed by the Engineer, submit detailed Supplementary Schedules breaking down the rates for composite units of work in the Bill of Quantities into their component elements (Labour Equipment Materials On Costs etc.) in such detail as may be required by the Engineer.

#### 8. Definition

8(1) Where the word "Allow" is used in the Bills of Quantities, it shall be taken to mean that the sum entered by the Contractor shall cover all costs and charges in respect of the work referred to and shall be at the Contractor's sole risk.

#### 9. Provisional Items

- 9(1) Certain items (if any) in the Bills of Quantities are designated "Provisional" in the item description column to indicate that the quantities for the work covered by such items are the best possible estimates that can be made in advance of the execution of the work, or that the provision of such facilities as are described in the item may not in the event be required under this Contract.
- 9 (2) All items so designated will be used only at the direction and discretion of the Engineer.
- 9 (3) Claims will not be considered in respect of overhead charges or any other costs which may allegedly result from the omission of all or part of the work covered by such provisional items.

#### **10.** Provisional Sums

- 10(1) Provisional Sum items will be dealt with as provided for in the Conditions of Contract.
- 10 (2) Provisional Sums are represented by the words "Sum" entered in the Unit column.
- 10 (3) Provisional Sum items with respect to Nominated Sub-Contractors (if any) shall be deemed to include for obtaining quotations, when required, with detailed plans and specifications as necessary, submitting these to the Engineer for approval, placing orders, allowing all necessary facilities for the proper execution of work by Nominated Sub-contractors to proceed without interruption of the orderly progress of the Works, supervision under the direction of the Engineer, office expenses, settlement of accounts, profit and all other charges incurred in arranging and managing the work.
- 10 (4) Except where otherwise stated, interim payment of items priced as Provisional Sums shall be made on the basis of the estimated percentage completion of the work at the time to which the interim measurement relates.

#### **11.** Payment for General and Preliminary Items

- 11(1) All costs associated with the provision of Performance Bond required under the Conditions of Contract shall be deemed to be included in the Lump Sum entered in the Bill of Quantities by the Contractor.
- 11 (2) All costs associated with insurance matters, including, inter alia, premiums for insurances and indemnification of the Employer required under the Conditions of Contract, uninsurable losses, insurance claims excesses, and other insurances deemed necessary by the Contractor shall be included in the Lump Sum entered in the Bill of Quantities by the Contractor.

11(5) Tł	e cost of setting out of the Works shall be deemed to be included in the billed rates.	
----------	--	--

UN	IDP /UNRCO Premise Office Layout				
BI	LLS OF QUANTITIES				
	GENERAL ITEMS	Qty	Unit	Rate	BDZ
Α	Allow for contractor's obligations				
	including welfare of workmen, health				
	and safety provisions, insurances, site				
	security, storage of materials and all				
	expressed or implied obligations		LS		
	WALLS				
	4" Thick stud wall with 1/2" thick				
	gypsum board with joint tape and				
	adhesive supported on 2" thick x 3 5/8"				
	metal studs (28 gge) spaced at 16"				

	centres vertically and 24"			
	horizontally			
В	9'- 8" high	330	SY	
С	6' - 0" high	225	SY	
D	4'- 0" high	80	SY	
E	Extra over for moisture resistant			
E		70	CV.	
	gypsum board 9'- 8" high	70	SY	
F	1" x 4" Softwood skirting fixed to walls			
	and finished with two coats varnish	1951	LF	
G	1" Thick x 6" wide lining with molding			
	to both sides and top of door opening			
	and including fixing and varnish finish	200	LF	
Η	1" Thick x 6" wide lining with			
	molding			
	on top of walls to both sides and		 	
	including fixing and varnish finish	175	LF	
J	Proprietary sliding folding partition			
	overall size 12' 0" wide x 9' 8" high and			
	including all hardware, fixing and			

	accessories. (in two leaves)	1	No	
	Total Carried General Summary page GS4			\$
	Toilet cubicle as per drawing			
	details and fixing to walls and floor			
Α	Partitions	5	No	
В	Doors	5	No	
С	Urinal separators	2	No	
	DOORS			
D	Clear glass door with 1-1/2"x 8" pre-			
	painted aluminum frames overall size			
	6' 9" wide x 8' - 0" high including			
	transom and fixed side lights, door			
	closure and ironmongery and			
	fixing to			
	concrete walls (Door Type D1)	1	No	
Ε	1-3/4" Thick x 42" wide x 80" high			
	mahogany panelled door including			
	finishing, door frame, ironmongery			
	and door closure(Door type D3)	2	No	

F	1-3/4" Thick x 38" wide x 80" high			
	mahogany panelled door including			
	finishing, door frame, ironmongery			
	and door closure(Door type D2)	6	No	
G	1-3/4" Thick overall size 40" wide x 80" high			
	mahogany glass door and and frame and			
	including finishing, ironmongery,			
	overhead door closure and fixing to			
	walls (Door Type D4)	4	No	
	BUILT IN FURNITURE			
	Mahogany hadwood cabinets sanded and			
	sealed and finised with two coats clear			
	polyurethane varnish			
Н	Bottom kitchen cabinet 2' 0" wide x 3' 0"			
	high with ceramic countertop tiles			
	and including doors, side drawers and			
	intermediate shelving (as per drawing			
	on page A5)	13	LF	

J	Top cabinet 14" wide x 42" high ditto	6	LF	
	Total carried to General Summary Page GS4			\$
Α	Storage closset 2' 0" wide x 8' 0" high	3	LF	
	(as per drawing on page A5)			
В	1-1/2" Thick x 14" wide hardwood side counter			
	fixed to wall with brackets spaced at 24"	16	LF	
	centres (Kitchen)			
С	1 1/2" Thick x 20" Wide counter (Reception)	14	LF	
D	1" Thick x 12" wide shelfing fixed to wall	44	LF	
	on brackets spaced at 24" Centres (Library)			
E	Mirror glass with mahogany frame overall size 8' 0" long x 2' 0" high and			
	fixed to wall	2	No	
F	30" wide mahogany worktop			
	with drawers under (as per drawing details)	142	LF	

G	1/4" Thick clear fixed glass window with			
	bronze prepainted aluminum frame overall			
	size 34" high x 14' 0" wide (Reception)	42	SF	
	FINISHES			
Η	Prepare and apply 2 coats emulsion			
	paint to gypsum wall	1270	SY	
J	Ceramic wall tiles laid to draftsboad			
	pattern on gypsum wall with approved			
	adhesive and grouted (Kitchen and Bathrm)	57	SY	
	PLUMBING			
	Vitreous China fixtures and fixing			
К	Elongated S trap water closset and fittings	5	No	
L	Oval type basin with pedestal and fittings	4	No	
Μ	Urinals and fittings	2	No	
Ν	Double Kitchen sink and fittings	1	Νο	
0	Toilet paper holder	5	No	
	PVC schedule 40 pipes including fittings			

P 4" Diameter				
		160	LF	
Q 2" Diameter		150	LF	
R 1/2" Diameter	r	240	LF	
	to General Summary			\$
	pes to existing mains		LS	
Solar Panels				
B Allow the Prov	visional Total Sum			
for taking dow	vn solar panel			
reinstalling at	new			
location.				
ELECTRICAL				
C Double conver and fixing	nience wall outlets	96	No	
D Data connecti	on		LS	
E Electrical wire	s and controls		LS	
F Allow for adju fixtures	stent of lighting			
(as per Electric 10)	cal layout drawing A		LS	
G Connections t	o existing mains and			
controls	0		LS	
PRIME COST S	UMS			
Security Syste				
H Allow the Prin				
(One Total)				

	for installation of Security system		
	including		
	access control featuures and panic		
	button,		
	cameras and vehicle enclosure		
	Server		
J	Allow the Prime Cost Sum		
	(one Total) for setting up and		
	installation of PBX phone system		
	Total Caried To General Summary	\$	
	Page GS4		
	Page 3		
	GENERAL SUMMARY		\$
	From page No 1		
	From Page No 2		
	From page No 3		
	From page No 4		

Sub Total		\$
Allow for Contingencies (10% of sub total)		\$
Total General Summary caried to Form of Tender		\$

# 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	
<ul> <li>Form B: Bidder Information Form</li> </ul>	
<ul> <li>Form C: Joint Venture/Consortium/ Association Information Form</li> </ul>	
<ul> <li>Form D: Qualification Form</li> </ul>	
<ul> <li>Form E: Format of Technical Bid/Bill of Quantities</li> </ul>	
From G: Form of Bid Security	
<ul> <li>[Add other forms as necessary]</li> </ul>	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

#### Price Schedule:

Form F: Price Schedule Form	
-----------------------------	--

### 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 postemployment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

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

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

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

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

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

Name:	 	 	
Title:	 	 	
Date:	 	 	
Signature:	 	 	

[Stamp with official stamp of the Bidder]

# Form B: Bidder Information Form

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

clarifications during Bid evaluation	Telephone numbers: [Complete]
	Email: [Complete]
Please attach the following documents:	
	<ul> <li>Export Licenses, if applicable</li> </ul>
	<ul> <li>Local Government permit to locate and operate in assignment location, if applicable</li> </ul>
	<ul> <li>Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</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 (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

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

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

□ 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.

OR

Name of partner:	Name of partner:
Signature: Date:	Signature:
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**

□Non-per	□Non-performing contracts did not occur during the last 3 years				
□ Contract(s) not performed in the last 3 years					
Year	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 litigation history for the last 3 years				
Litigation	n History as indicated	d below		
Year of	Amount in	Contract Identification	Total Contract Amount	
dispute	dispute (in US\$)		(current value in US\$)	
		Name of Client:		
		Address of Client:		
		Matter in dispute:		
		Party who initiated the dispute:		
		Status of dispute:		
		Party awarded if resolved:		

# **Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

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

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

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

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

# **Financial Standing**

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

<b>Financial information</b> (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	Int	formation from Balance Sh	eet
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Infor	mation from Income State	ment
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.

# Form E: Format of Technical Bid

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

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

#### SECTION 1: Bidder's qualification, capacity and expertise

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

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

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

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

#### **SECTION 3: Management Structure and Key Personnel**

3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

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	<ul> <li>[Provide details of professional certifications relevant to the scope of goods and/or services]</li> <li>Name of institution: [Insert]</li> <li>Date of certification: [Insert]</li> </ul>
Employment Record/ Experience	[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]
	[Insert]
	[Provide names, addresses, phone and email contact information for two (2) references]
References	Reference 1: [Insert]
	Reference 2: [Insert]

# Format for CV of Proposed Key Personnel

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 Bill of Quantities in **Excel format provided** and sumit along with the information in this form. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. A separate GST line should be included.

Any estimates for cost-reimbursable items, such as out-of-pocket expenses, should be listed separately.

#### Currency of the Bid: Belize Dollars

# **Price Schedule**

UNDP /UNRCO Premise Office Layout				
BILLS OF QUANTITIES				
GENERAL ITEMS	Qty	Unit	Rate	BDZ
TOTAL				
GST				

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

# FORM G: Form of Bid Security

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

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

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

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

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

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

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

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

#### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature:		
Title		
Date:		
	ank	

[Stamp with official stamp of the Bank]

[insert: address and email address]