

INVITATION TO BID

Tender for Long Term Agreement with UNDP Bougainville Project/Sub Office for the Provision of Fund Disbursement Services

ITB No.: ITB/PNG/002-2021

Project: Sustaining Peace in Bougainville, Post-Referendum Process Support Project

and the Sustaining Peace through Economic Empowerment

Country: Papua New Guinea

Issued on: 13 July 2021

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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

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

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

Please acknowledge receipt of this ITB by sending an email to procurement.pg@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

Name: Steven Paissat

Title: Head of Procurement, OIC

Date: July 13, 2021

Approved by:

Name: Edward Vrkic

Title: Deputy Resident Representative

Date: July 13, 2021

Section 2. Instruction to Bidders

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

these organizations.

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

4. Conflict of Interests

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

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

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

B. PREPARATION OF BIDS

5. General Considerations

5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail.

Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.

		5.2	The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.
6.	Cost of Preparation of Bid	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: a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9.	Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10.	Technical Bid Format and Content	10.1 10.2 10.3	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.
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. 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.
- 12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.
- 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.
- 12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:
 - a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;

b) In the event the successful Bidder fails:

- i. to sign the Contract after UNDP has issued an award; or
- ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.

13. Currencies

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

14. Joint Venture, Consortium or Association

- 14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
- 14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
- 14.3 The lead entity and the member entities of the JV, Consortium or Association

		shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.
	14.4	The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
	14.5	A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
		a) Those that were undertaken together by the \ensuremath{JV} , Consortium or Association; and
		b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
	14.6	Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.
	14.7	JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Bid	15.1	The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	15.2	Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
		a) they have at least one controlling partner, director or shareholder in common; or
		b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
		c) they have the same legal representative for purposes of this ITB; or
		d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;
		e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	16.1	Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.

	16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Bid Validity Period	17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.
	17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
18. Clarification of Bid (from the Bidders)	18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Bids	19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.
	20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the

		Bidder's Conference or issued/posted as an amendment to ITB.		
C. SUBMISSION AND OPENING OF BIDS				
22. Submission	22.1	The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.		
	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.		
		 (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: Bear the name of the Bidder; Be addressed to UNDP as specified in the BDS; and Bear a warning not to open before the time and date for Bid opening as specified in the BDS. 		
		If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.		
Email and eTendering	22.5	Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:		
submissions		a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;		
		b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.		
	22.6	Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/		
23. Deadline for Submission of 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 Late Bids		and time that the bid was received by UNDP
		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.
UNDP of at least two (2) members. 25.2 The Bidders' names, modifications, withdrawals, the condition labels/seals, the number of folders/files and all other such UNDP may consider appropriate, will be announced at the o		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
	25.3	In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION OF	BIDS	
26. Confidentiality	26.1	Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
	26.2	Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Bids	27.1	UNDP will conduct the evaluation solely on the basis of the Bids received.
	27.2	Evaluation of Bids shall be undertaken in the following steps:
		a) Preliminary Examination including Eligibility

	b)Arithmetical check and ranking of bidders who passed preliminary examination by price.		
	c) Qualification assessment (if pre-qualification was not done)		
	a) Evaluation of Technical Bids		
	b)Evaluation of prices		
	Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary		
28. Preliminary Examination	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.		
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).		
	29.2 In general terms, vendors that meet the following criteria may be considered qualified:		
	 a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; 		
	 b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, 		
	c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;		
	d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;		
	e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and		
	f) They have a record of timely and satisfactory performance with their clients.		
30. Evaluation of Technical Bid and prices	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	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:		
	a) Verification of accuracy, correctness and authenticity of information		

	provided by the Bidder;
	b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
	 c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
	 d)Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;
	e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;
	f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	2.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.
	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.
	2.3 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	3.1 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.
	3.2 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	4.1 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.
	4.2 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.
	4.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:
	a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall

prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. 34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected. E. AWARD OF CONTRACT 35. Right to Accept, 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 Reject, Any or All contract, without incurring any liability, or obligation to inform the affected **Bids** 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 38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity Requirements at the 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 Time of Award conditions. 39. Contract Signature 39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids. 40. Contract Type and 40.1 The types of Contract to be signed and the applicable UNDP Contract General **General Terms and** Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-**Conditions** buy.html 41. Performance 41.1 A performance security, if required in the BDS, shall be provided in the amount

specified in BDS and form available at

Security

		https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20_Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1	Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a doc.asp?symbol='ST/SGB/2006/15&referer"' en="" ga="" href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default</th></tr><tr><th>43. Liquidated Damages</th><th>43.1</th><th>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.</th></tr><tr><th>44. Payment Provisions</th><th>44.1</th><th>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.</th></tr><tr><th>45. Vendor Protest</th><th>45.1</th><th>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</th></tr><tr><th>46. Other Provisions</th><th>46.1</th><th>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.</th></tr><tr><th></th><th>46.2</th><th>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.</th></tr><tr><th></th><th>46.3</th><th>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&referer

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 not be conducted.
5	16	Bid Validity Period	90 days
6	13	Bid Security	Not Required
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: 0.1% Max. number of days of delay 30, after which UNDP may terminate the contract.

9	40	Performance Security	Not Required
10	12	Currency of Bid	Local currency (PGK)
11	31	Deadline for submitting requests for clarifications/ questions	2 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Steven Paissat, Procurment Officer Address: UNDP, Kina Bank Haus E-mail address: procurement.pg@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 and Posting on the website www.pg.undp.org
14	23	Deadline for Submission	27 th July 2021, 4pm For e-Tendering 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	□ e-Tendering
15	22	Bid Submission Address	procurement.pg@undp.org [For eTendering method, keep link below and insert Event ID information] https://etendering.partneragencies.org Insert BU Code and Event ID number
16	22	Electronic submission (email or eTendering) requirements	 ormat: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Max. File Size per transmission: 4GB MMandatory subject of email: ITB/PNG/002-2021: LTA for Funds Disbursement Services

17	25	Date, time and venue for the opening of bid	Date and Time: July 28, 2021 12:00 AM Venue: UNDP POM Conference Room 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	August, 2021
20		Maximum expected duration of contract	The contract will be for a period of 3 years. The contract shall be issued initially for a period of 12 months and extended based on satisfactory performance and availability of funds.
21	35	UNDP will award the contract to:	One or more Proposers, depending on the following factors: Contract will be awarded to the technically responsive company (ies) that offers the lowest price overall in all tables. Where two bidders are technically competent, then second lowest bidder should be within 30% tolerances threshold for the lowest bidders price offer. he number of qualified bidders able to handle the fund disbursement volume for UNDP. he business shall be awarded to ensure equal distribution and based on need, urgency and availability.
22	39	Type of Contract	Purchase Order http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other Information Related to the ITB	This arrangement does not oblige UNDP to spend any monies. The Long term price arrangement is a nonexclusive arrangement and UNDP has the right to purchase the same or similar goods from other suppliers at its sole discretion as the situation may warrant. UNDP will issue requests/Purchase orders from time-to time
			during the term of this one year arrangement making

reference to the one year agreement and setting out the quantities required and other instructions for design and layout.
Other UN Agencies in PNG are also entitled to use this LTA and issue purchase orders to the supplier citing this LTA.

Section 4. Evaluation Criteria

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

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
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	 Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder Export/Import Licenses, if applicable Any additional criteria if required 	Form B: Bidder Information Form
	Titly additional integration	
QUALIFICATION		
History of Non-	Non-performance of a contract did not occur as a result of	Form D: Qualification

Performing Contracts ¹	contractor default for the last 3 years.	Form
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 1 years of relevant experience.	Form D: Qualification Form
	Minimum 2 contracts of similar value, nature and complexity implemented over the last 3 years.	Form D: Qualification Form
	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
Financial Standing	Minimum average annual turnover of USD210,000 for the last 3 years.	Form D: Qualification Form
	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.	Form D: Qualification Form
	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.	Form F: Price Schedule Form
	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.	
	Any additional criteria if required	

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

SECTION 5: TERMS OF REFERENCE (TOR)

Long Term Agreement with UNDP Bougainville Project/ Sub-Office for the Provision of Fund Disbursement Services – ITB/PNG/002-2021

1. Background

UNDP has played an important role in the BPA process since its earliest days, and this project is a natural extension of the support UNDP has provided the two governments in the preparation and conduct of the 2019 Bougainville referendum. This Project has been designed in consultation with and upon the request of national authorities in Port Moresby and the Autonomous Bougainville Government. Considering the early stage of post-referendum preparations, the proposed approach maintains high flexibility to deploy resources where they will have maximum impact in moving the process forward and ensure activities are coordinated with other actors. A Project Board, to include the two governments, donor representatives, and UNDP will continue to guide the allocation of resources as the project moves forward.

The project will work with the two governments to design and implement solutions that will have maximum impact on progressing the post referendum process in a peaceful, inclusive, and transparent manner. The project has been designed, and will be implemented, in collaboration with other actors and interventions on the ground, in particular the support provided by other development partners.

For the regular execution of its everyday activities, the Bougainville projects will require fund disbursement services in Bougainville. In this context, UNDP Bougainville intends to appoint at least two reputable well established and reliable organizations in Bougainville to provide Provision of Fund Disbursement services on a as and when required basis. The Contractor is expected to disburse the funds to project personnel, government officials, implementing partners, workshop participants and other personnel as and when required.

It is therefore important that UNDP and partner agencies identify strategic Institutions and engage these service providers through competitive bidding process for the provision of fund disbursement services within Bougainville. The LTA prices shall remain fixed for a period of 12 months and subject to any changes after this period upon mutual agreement by both parties.

The average expenditure for the past 2 years (2019-2020) was approximately **PGK421,080.00** (US\$120,000).

2. Scope of Services

The services required shall include, but are not limited to, the following:

- 2.1 The Contractor shall make available funds needed for disbursement.
- 2.2 The supplier should ensure high level security when disbursing funds. UNDP will not be responsible for any missing funds/ cash, as this will be sole responsibility of the contractor.
- 2.3 UNDP will in all cases provide the Contractor with specific requests for fund disbursement. The request will include the amount and breakdown of cash to be paid. The supplier will disburse the funds and obtain signature on the breakdown list as a confirmation that the funds were collected by correct/ entitled person. This signed breakdown list along with supplier invoice will be submitted for payment purpose.

3. Rate Chart for Payment

Service fee for fund disbursement shall include all bank fee, security fee, disbursement fee and/or any related cost.

4. Comprehensive Insurance Coverage

The Contractor shall ensure that the organization has comprehensive insurance coverage. Contractor is fully covered by all necessary insurances in case of theft, etc; i.e. comprehensive insurance. The Contractor shall have at its own cost acceptable medical, life and disability insurance for the driver as well as third party liability insurance. If fully comprehensive insurance is not in place, the cost of any subsequent damage or loss of funds shall be borne by the Contractor. The Contractor shall include a quote for an insurance policy in their technical proposal. Evidence of insurance shall be required prior to signing of the contract.

5. Contract Management Issues

- 5.1 Service Standards:
- a. The Contractor shall provide responsive and efficient service at all times to fulfill UNDP Bougainville requirements. As a service objective, telephone calls should be answered promptly. When it is necessary to place calls on hold, they should not be kept on hold for more than a few minutes and call-back, when necessary, be made within one hour.
- b. Disbursement person at all-time act in a responsible, courteous manner to all UN personnel and other authorized personnel. They must also adhere to security standards with respect to fund disbursement.
- 5.2 Quality Control for the Services:
- a. The Contractor shall establish and operate to monitor on a regular and continual basis the quality of services provided to UNDP Bougainville. These procedures shall include a self-inspection system. UNDP Bougainville shall be notified of any deficiencies found and corrective action taken.
- b. UNDP Bougainville reserves the right to conduct its own quality control checks on the services provided.

- 5.3 Reporting: The contractor shall maintain a logbook for each fund disbursement containing the complete disbursement details with amount, date, name and locations. A monthly logbook fully completed and signed by the Contractor shall be submitted to UNDP Contract Administrator as and when required.
- 5.4 Contract Duration: A Long-Term Agreement (LTA) for duration of up to three years shall be signed between the selected Contractor and UNDP. Pursuant to the signed LTA, UNDP will enter into specific contractual arrangements with the Contractor on a yearly basis following a satisfactory performance of the services. UNDP retains the right to amend the contract at any time due to changing security or market conditions.

6. Contractor's Responsibilities

- 6.1 The Contractor shall be responsible for the professional and technical competence of its employees and will select reliable individuals who will perform effectively, respect the local customs, and conform to a high standard of moral and ethical conduct. UNDP reserves the right to review the qualifications of the personnel before commencement of service, or at any other time during the term of the Contract but shall have no obligation to do so. At UNDP's request, the personnel shall be replaced with another who meets the above conditions.
- 6.2 The Contractor shall be fully responsible for the operation of fund disbursement and ensure that the fund disbursement happens in accordance with applicable law. The Contractor shall be fully responsible for payment of salary and other benefits to its employee as required by the governing labor law. UNDP shall not be liable for any action, omission, negligence or misconduct of such employee, nor for any costs, expenses or claims associated with the Contract. UNDP shall have no responsibility for the person doing fund disbursement.

7. Responsibilities of UNDP

7.1 UNDP reserve the right to inspect the funds before putting it into service under the terms of the contact, or at any other time during the term of contact but shall have no obligation to do so. In the event UNDP opts to inspect the funds or double check, such inspection shall be carried out in the presence of the Contractor or the Contractor's designate.

7.2 UNDP should:

- a. Provide the existing list of names and location for disbursement of funds.
- b. Advise the Contractor of future staff arrivals who will be availing the fund disbursement service.
- c. Inform the Contractor to increase or reduce the funds [1]
- d. Process the monthly invoice on time. UNDP is not responsible for missing fund, while funds were in contractor's possession.

8. Payment Terms

8.1 Payment shall be made within thirty (30) days of the submitting an invoice by the Contractor together with all appropriate substantiating documentation. UNDP reserves the right to withhold payment if UNDP disputes an invoice, or a portion thereof.

- 8.2 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under the Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 8.3 Purchase order will be issued for issuances of funds; however, this will vary subject to the value of fund disbursement.

9. Service Standards

The LTA service provider's performance shall be gauged using the following service standards during its performance review:

No	Product/Service	Performance Attribute	Definition
1	Provide Quotations	Speed and Efficiency	Ability to quickly and accurately provide quotations (within 24 hours?)
2	Delivery	Speed, Efficiency & Hygiene	Ability to deliver service promptly. Timely pick and drop-off of UN Staff
	Billing	i) Accuracy	Ability to generate billing statements without errors – 100% accurate
3		ii) Clarity	Ability to generate bills that are transparent or easy to understand (This is more about willingness, isn't it?
		iii) Frequency and account management	Ability to generate statements on a monthly basis for individual UN Agency accounts
	Rates/Pricing	i) Fairness	Effective account reconciliation process Discounted/reasonable charges for the services offered to all UN Agencies
4		ii) Company concern about prices	Ability to quote competitive prices
		iii) Good value indicated by price	Competitiveness of prices quoted.
		i) Accessibility	Ability to access or approach the hotel service provider
5	Service Quality	ii) Hygiene	Ability to maintain healthy environment through cleanliness, regular housekeeping, and regular cleaning of fleets.
6	Problem Solving	Complaint Handling	Ability to resolve complaints
7	Communications	Awareness level of the UN Agencies of major changes in the transport industry practices or changes in prices	Changes to services, changes in personnel and changes in company policies which may have an impact on the services provided to the UN Agencies are communicated UN agencies are well informed about matters relating to the working arrangements, which may affect the terms and conditions and

			service standards as it relates to the LTA.
8	Office Premises and Hours of Services	Readiness to do business	Sufficient manpower to commence business at the start of office hours; provision of skeletal workforce to answer calls during breaks.

10. Qualifications of the Successful Service Provider

The successful vendor which will be contracted to serve the needs of the UN Agencies in PNG shall have the following minimum eligibility criteria:

- Legal registration
- Minimum no. of years of experience in the field of fund disbursement services: [6 months].
- Full compliance of Bid as outlined in the Technical Requirements.
- Maximum percentage of supply/work that will be sub-contracted: 0%

11. Other Supporting Documents

- Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the services being procured.
- Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder.
- Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation.
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the Bidder, if any
- Bank statement of Financial Statement
- Statement of Satisfactory Performance from the Top [3] Clients in terms of Contract Value the past [5 years]

Section 6: Returnable Bidding Forms / Checklist

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

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

Technical Bid:

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

Price	Sched	ule
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Form F: Price Schedule Form	
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