

INVITATION TO BID

Procurement of Personal Protective Equipment's (PPE) for Firefighters

ITB No.: Procurement of PPE for Firefighters

Project: STRENGTHEN CAPACITIES OF ALBANIA'S FIRE PROTECTION AND RESCUE

SERVICE

Country: Albania

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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
- o Form G: Form of Bid Security [delete this line and the form, if not required as per BDS]

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

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

Please find the link for all procurement guides and videos:

https://www.undp.org/content/undp/en/home/operations/procurement/business/procurementnotices/resources/

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

Approved by:

Nuno Queiros
Deputy Resident Representative

Section 2. Instruction to Bidders

GENERAL PROVISIONS

1. Introduction

- 1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d
- 1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
- 1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.
- 1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.

2. Fraud & Corruption, Gifts and Hospitality

- 2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti
- 2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
- 2.3 In pursuance of this policy, UNDP:
 - (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;
 - (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
- 2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may

be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf

3. Eligibility

- 3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
- 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

4. Conflict of Interests

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

13. Currencies

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

shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

14. Joint Venture, Consortium or Association

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

- 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 endeavor 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 (manual) submission

copy

- 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:

- i. Bear the name of the Bidder;
- ii. Be addressed to UNDP as specified in the BDS; and
- iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS.

If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.

Email and eTendering submissions

22.5 Electronic submission through email or e-Tendering, if allowed as specified in the BDS, shall be governed as follows:

- 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 e-Tendering system are provided in the e-Tendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement-hotices/resources/
- 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 recognize 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 Modification of Bids
- 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.
- 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 e-Tendering: 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 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.
- 25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.
- 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 focused 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;
- They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,
- 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
- 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

- 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;
 - 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, Reject, Any or All Bids
- 35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to

inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.

36. Award Criteria

36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.

37. Debriefing

37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.

38. Right to Vary Requirements at the Time of Award

38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

39. Contract Signature

39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.

40. Contract Type and General Terms and Conditions

40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buv.html

41. Performance Security

41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20Form.docx&action=defaultwithin 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 href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Payment%20and%20Taxes Advanced%20Payment%20Guara

ntee%20Form.docx&action=default

43. Liquidated Damages

43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.

44. Payment Provisions

44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.

45. Vendor Protest

45.1 UNDP's vendor protest procedure provides an opportunity for appeal to 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 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.
- 46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.
- 46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/20 06/15&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)	Allowed. Companies are allowed to bid for one item (full quantity) or all items
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	Required in the amount of 7,000 USD
			Acceptable Forms of Bid Security:
			 Bank Guarantee only (See Section 8 for template) – no documents from Insurance companies are accepted.
			A scanned copy of the bid security shall be submitted as part of the e-Tendering bid submission. The original of the Bid Security shall be delivered to the below address not later than 10 days after the submission deadline.
			UNDP Albania,
			Str. Skenderbej, Gurten Building, 2 nd Floor, Tirana, Albania
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: In case the goods are not delivered by contract completion date, 1% of the total contract amount will be deducted out of the final invoice of the contractor for each day of delay
9	40	Performance Security	Required in amount of 10 % of the bid offer
10	12	Currency of Bid	US\$ for international suppliers and Local currency (ALL) for local suppliers
11	31	Deadline for submitting requests for clarifications/ questions	7 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Procurement Unit Albania Telephone: +355 4 2276 600 E-mail: <u>procurement.al@undp.org</u>

4.0	10.10	Name of Epina and the second	Dantad dispaths to aTandaring
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	As indicated in eTendering system 25 October 2021;14:00 hrs (local time)
			Note eTendering system is in New York time zone. In case of any discrepancies in deadline, the one indicated in eTendering system prevails.
15	22	Allowable Manner of Submitting Bids	☐ Courier/Hand Delivery ☐ Submission by email ☑ e-Tendering
			Bids not sent in eTendering system will not be considered This procurement process is being conducted through the online tendering system of UNDP. Bidders who wish to submit an offer must be registered in the system.
			Visit this page for system user guides and videos in different languages:
			http://www.undp.org/content/und p/en/home/operations/procur ement/business/procurement- notices/resources/
			If already registered, go to https://etendering.partneragencies.org and sign in using your username
			and password. Use "Forgotten password" link if you do not remember your password. Do not create a new profile.
			If you have never registered in the system before, you can register by visiting the link below and follow

			the instructions in the user guide (attached): https://etendering.partneragencies. org Username: event. guest Password: why2change
16	22	Bid Submission Address	https://etendering.partneragenci es.org
			Search for event ALB10 and ID
17	22	Electronic submission (email or eTendering) requirements	 Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Max. File Size per transmission:35Mb Documents which are required in original (such as Bid Security) should be sent to the UNDP address from BDS No. 6 with a PDF copy submitted as part of the electronic submission. Other documents need to be uploaded directly in the system. UNDP reserves the rights to ask for originals during the evaluation.
18	25	Date, time and venue for the opening of bid	Bidders will receive an automatic notification from eTendering system after bidding is closed.
19	27, 36	Evaluation Method for the Award of Contract	Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and Lowest priced technically responsive, eligible, and qualified bid.

20		Expected date for commencement of Contract	November 15, 2021
21		Maximum expected duration of contract	6 months
22	35	UNDP will award the contract to:	One Proposer Only
23	39	Type of Contract	Purchase Order/ Contract for Goods and Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24	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
25		Other Information Related to the ITB	The delivery of the PPE should be conducted at the Municipalities as specified in Section 5b. The measures and sizes of the uniform and shoes for each municipality are specified in Section 5b.

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	 Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder Export/Import Licenses, if applicable 	Form B: Bidder Information Form

QUALIFICATION		
History of Non- Performing Contracts ¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification 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 5 years of relevant experience.	Form D: Qualification Form
	Minimum 2 contracts of similar value, nature and complexity implemented over the last 5 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Financial Standing	Minimum average annual turnover ² of USD 1,000,000 for the last 3 years.	Form D: Qualification Form
HERE AS WELL	(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.	

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.

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

Technical Specifications

Annex 1

			Pcs Brand/ model	169
	(1 complete PPE con	PERSONAL PROTECTIVE EQUIPMENT FOR FIREFIGHTERS 1 complete PPE contain: 1 pcs of helmet, 1 pcs od Hood, 1 pcs acket, 1 pair of trouser. 1 pair of boots, 1 pair of gloves)		
		UNDP minimum required specification:	Offered specifi (Bidder to fill i sufficient deta	n with
1	FIRE HELMETS & LIGHTING SYSTEM	Helmets for use by firefighters for fire protection during operational interventions must comply with international standards SSH EN 443:2008 ("Helmets for firefighting in buildings and other structures" and SSH EN 14458:2018 (Personal eye-equipment - High performance visors intended only for use with protective helmets) Helmets must be of type A3B, E2C. The helmet should be fitted with a transparent visor of luminescent color (shades of soft orange), made of PESU (poliethersulfone), to resist elevated temperatures. The interior must be fitted with goggles, according to SSH EN 166:2001 (Personal eye-protection – Specifications). Resistance to external influences The helmet must be equipped with a shock absorber made of polyurethane, which must be integrated into the helmet shell that cannot be removed. Between the shell, which should be made of composite material (carbon fiber), and polyurethane (integrated	[bidder to fill in	7

into polyurethane) should integrate a second shell and a foam insulating. The inside of the helmet must be made of SMC composite material (plastic parts are not allowed for reinforcements).

- To fit the head, the size adjustment of the helmet should be done through one regulator who allow to change the size from 52-64 cm.
- The outer width of the helmet should be between 236 mm - 247 mm in the ear area, the length should not exceed 316 mm and the height should not exceed 216 mm.
- Helmets should be colored with luminescence color.
- Both sides of the helmet should be provided with a reflective strip that extends almost throughout the helmet.
- The width of the strip should be between 24 mm 25 mm.

The helmet must be fitted with a carbon fiber neck protector treated with aluminum.

- The protector should be connected to the helmet, through 3 points and should be easy to wear, removed and installed.
- The helmet must enable the unimpeded use of the respirator mask.
- The total weight together with the neck protector should not exceed 1.4 kg.
- The place for the MZSH logo must be marked on the front of the helmet. Site size for the logo should be about 65 mm – 80 mm wide and 65 mm – 75 mm high.
- The logo must be factory printed on the front of helmet. Plastic stickers are not allowed.
- Helmets must be resistant to temperatures up to 1000 °C for a

PROTECTIVE HOOD FOR THE FIREFIGHTER	period of at least 10 sec, in contact with the "Flash over" phenomenon, as well as tested at a temperature of 250 °C in a duration of 30 min. Helmets should provide complete protection of the head, including the neck and face. The chin strap should be made of Nomex material and tested for irritation (allergies). The helmet must be equipped with a xenon light bulb and the appropriate holder, as well as enable the use of the communication system. Protective hood must be certified in accordance with SSH EN 13911:2017 Protective clothing for firefighters - Requirements and test methods for fire hoods for firefighters. Structure / composition. Two-layer structure / construction. Materials 100% Aramid. Color: dark blue. Size should be universal, double-layer hood, single layer coming forward as gorge, with an open circle around the face with a flat bottom and a quilted structure, with sewing with Nomex yarn. The sub capsule should enable unobstructed placement of the mask. The sub caps should cover to a large extent the chest, shoulders, and back.	[bidder to fill in]
FIRE PROTECTION UNIFORM (JACKETS & TROUSERS)	Fire protection jackets and pants should be worked and certified in accordance with the standard SSH EN ISO 13688:2013 Protective clothing - General requirements (ISO 13688:2013), Level 2 protection. In addition, fire protection jackets should also meet the standards SSH EN 469:2014 Protective clothing for firefighters - Performance requirements	[bidder to fill in]

for protective clothing for firefighting, SSH EN 469:2005/A1:2006 Protective clothing for firefighters - Performance requirements for protective clothing for firefighting, SSH EN 469:2005/AC:2006 Protective clothing for firefighters - Performance requirements for protective clothing for firefighting, appendix B.

The manufacturer or entity handling these products is required to submit valid product certificates.

IACKET

- On the back of the jacket, at the top, will be placed one strip measuring 15 cm high, and as wide as the one in between gavatures. The color of the strip will be metallic gray, on which will be written in capital letters "MZSH". Writing will be dark blue. The font size will be high 10 cm and font width 1.8 cm, in proportion to the masses body uniforms.
- The front of the jacket should be sewn horizontally on the chest. A pocket for placing the radio receiver should be placed in the front, approximately about 2 cm to the left of the front bar;
- About 9 cm above the radio pocket, a 7.5x3 cm tape should be placed which will serve as a microphone holder and should be of the upper material;
- In addition, on the right side of the front under the horizontal sewing seam, the light bulb holder should be placed;
- -Approximate dimensions of the pocket should be 5.5 cm deep, 8.5 cm wide and high about 19 cm. The top pocket is fixed with the help of a tape with dimension 5.5x11 cm, with Velcro tape.

The back side

- The back side part should be divided horizontally into two sections.
- The inscriptions on the back should be in one or two lines where the font size should be about 6 cm. The background color should be fluorescent yellow, whereas the letters e silver color: "MZSH" or any other inscription according to the agreement must be written on the tape.
- The gluing of the inscription on the back should be done with Velcro or permanent.
- Long jacket, the minimum length of the jacket will be 92 cm.

Side pockets

- The side pockets should be inserted inside and covered with a lid (with dimension approximately 22x7.5 cm). Both lids on the bottom should be closed with Velcro tape. A strep with a carbine with a rotating head should be placed on the pocket lids (size about 7.5 cm).
- The jacket must be fully fitted with a permanent fire-resistant liner. Liner should not be fixed at any point with the seams.
- At the front, on the right side of the liner should be placed a pocket with the same material (outer) with dimensions approximately 18x2 cm, with lid which closes with tape Velcro with dimensions 2x2 cm. An opening for repair should be in the back side with width about 54 cm, while the other opening on the right side with a width of about 28 cm.

Detailed description

- Must be resistant to high temperatures according to SSH EN 469:2014;
- The pins should be made of moisture-proof and fire-resistant material;
- Wide sleeves, for comfortable movement;
- With chain of durable and fireresistant type and covered with a lid:
- Collar and elbows to be with reinforcements;
- Have a chest pocket for radio, with protective cover, as well as two side pockets with lid.

MATERIALS

Composition of outer fabric materials.

- The weight of the outer fabric material should be about 195g / m2, which is a mixture of 100% Aramid fibers (with a content of at least 23% Paraaramide and 2% colored carbon fiber dark blue similar to RAL 5004) or equivalent.
- · Color: dark blue.
- Material for preventing the penetration of fluids.
- Must be microporous PTFE
 membrane, with fine layers of
 polymers of a high performance in
 carrier material with 50% Aramid
 and 50% Sealed melamine, foaming
 silicone for distance holding or
 equivalent.
- Isolation of seams with double layer tape.
- The carrier material for seam isolation must be a two-component microporous membrane from polytetrafluoroethylene.
- Suture impermeability testing should be done after 10 treatments

(washing at temp. 60 ° C in accordance with EN 26330 / 2A standard and 10 cleaning cycles chemical in accordance with SH EN ISO 3175-1:2018 Textiles -Professional care, dry-cleaning and wet cleaning of fabrics and garments — Part 1: Assessment of performance after cleaning and finishing, SSH EN ISO 3175-2:2018 Textiles - Professional care, drycleaning and wet cleaning of fabrics and garments — Part 2: Procedure for testing performance when cleaning and finishing using tetrachloroethene: 2000 mm, lasting 2 min and pressure 0.2 bar).

 Lining: Nomex 50% / Viscose FR 50%, 110 g / m²

Absorption barriers

Must be made of a breathable PTFE membrane, wrapped on both sides from laminated aramid, stable in washing and dry cleaning.

Protectors (pads or protective pads):

- Protective pads over the shoulder serve as shock absorbers and should be made of Permanently flame-retardant materials, from non-absorbent plastics that do not absorb moisture for long all their lives and be as light as possible.
- Must be tested according to standard EN 532 and after testing there must be no training holes, there should be no flashing or melting points, there should be no flashing on top or in the edges. Thermal resistance according to SSH EN 469:2014 Protective clothing for firefighters Performance requirements for protective clothing for firefighting; appendix A: no fusion, no dripping or ignition.

Other accessories

Zippers

Jacket: The jacket chain must be fitted with panic patent as well as metal teeth with size of 8mm.

Velcro straps for fastening (closure) Velcro straps should be resistant to fire, in washing and dry cleaning.

Threads for sewing

Must be flame resistant, 100% by metaaramid material for all sutures, courses the color should be identical to the color of the material external.

Reflective strips

Reflective strips should be a combination of yellow / silver / yellow colors, and their properties must meet the requirements of HuPF 09/99, point 2.6, 2.5.1.1 and 2.6.1.2.

Collar

The collar on the back should be approximately 12 cm high and about 10 cm on the front. The closure of the collar is done with the help of straps (pieces) from Velcro material which are located under the front covers to cover the zipper. The width of the collar should be adjusted with the help of a tape. The strip should be made of the same material as the outside of the jacket, and on the upper inner edge of the collar should also be sewn a strap that serves to hang the jacket.

The sleeves

• Cufflinks about 12 cm wide should be sewn on the sleeve. Cufflinks should be equipped with waterproof structures, in which the inner part of the cuff from the wrist should be of a knitted material and located inside the sleeve. Must prevents the penetration of

- moisture into the inner liner, which must be done through a functional incorporation of moisture barriers, worked from the material as the layer of the outside of the jacket.
- The inner cuff from the knitted material, should be double-layered and have an opening of round for thumb placement. The knitted material should be woven to prevent the threads from coming out (loosening).
- The final length should be approximately 18 cm and the approximate diameter approx. 6.5 cm. The material used must be of quality aramid (93% meta-aramid, 5% raw aramid, 2% carbon fiber or the like). The color should be dark blue.

TROUSERS

- Must be certified in accordance with EN 469 standards.
- Fire protection pants should be with a high bed, the legs should be made of material moisture-proof and fireresistant and the vault to be lined on the inside with a rubber band, convenient to fit well at the waist.
- The pants at the front end with a belt about 6 cm wide, which in the part the back extends up to 12 cm to protect the kidneys.
- The belt must be made on both sides from the upper (outer) material. Both sides should be fitted with elastic bands, 4 cm wide and 12 cm long. In front of belt, right and left sides, should be sewn from a ribbon (sewing should be done in envelope shape).
- At the left edge of the belt side should be placed a strip with a buckle that serves as additional extension and reinforcement. Two

straps with velcro fastening are sewn in the middle of the belt in a distance of approximately 7 cm, sewn in the form of envelopes. Mechanisms for fastening ("Pitch") 5 cm wide, are fixed with plastic clips on the front and rear straps rear. The gripping mechanisms are held together at the back with the help of a clip.

POCKETS

Side pockets

- Pants should be fitted with pockets ("inflated"), left and right above knee level.
- The pockets are straight, about 5 cm deep and close with dimensional caps 6x18 cm and velcro closure. In the right pocket should be additionally integrated also a pocket for knife. On both sides of the pants, the pockets should be fitted with ribbon-shaped fillets.
- Pants also at the top should be equipped with pockets.

Trouser legs

- The front, bottom, pants, in the knee area should be fitted with reinforcements from composite material silicon / carbon.
- Under this reinforced material should "pillows" are placed which must be shaped ergonomic and be made of material flame resistant, non-absorbent and impermeable from water. Pillow shaping should be in shape ergonomic and enable easy movement and unhindered in all directions. Diameter approximately 14 cm high, 22 cm wide and thick about 1 cm.

Reflective strips (phosphorescent)

 Pants should be fitted with a continuous wide fluorescent strip about 7.5 cm which should be

	placed horizontally under the reinforcement of the knee part and with from a triple reflective strip 5 cm wide, which are placed on the sides of the legs starting from the upper edge of the horizontal bar ending at the bottom of the side pockets. Trouser straps Trouser belts should be made of wide elastic rubber material. Fastening of pants should be made through special fasteners from a plastic resistant to temperature.	
FIRE PROTECTIVE BOOTS	 Must be certified according to standards EN ISO 15090: 2012 F2A H13 P T CI AN SRC EN ISO. Boots should be made of high-quality black leather material as well be fitted with side vegs for lighter and faster gear. Between the liner and the outer skin, the boots should be fitted with a membrane waterproof and flame resistant. Be equipped with reflective tape. Boots should be resistant to water, heat, oils, fuels, as well as be antistatic. 	
GLOVES FOR FIRE PROTECTION	 Must be certified in accordance with the standards: EN 659: 2003. Structure / composition: Waterproof liner structure (English: "liner construction") They must be waterproof and have high activity of the ventilation which the membrane must provide. Must be made of high-tech materials. Extreme protection against wear on the inside of the hand. Guarantee protection from heat and cold. 	

	 The back of the hand should be specially worked to allow optimal work without voltage. There should be double insulation in the exposed area especially the back of the hand. Additional protection of the fingers from the Kevlar material reinforced with additional materials. 	
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NOTE:

To check and evaluate the fulfillment of requirements, in the column filled by the bidder, the accuracy of all technical data of the offered products must have a reference to the technical manuals, standards, or internet links of the producer.

Section 5b: Other Related Requirements

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

Delivery Term [INCOTERMS 2020] (Pls. link this to price schedule)	DAP					
Exact Address of Delivery/Installation Location	Municipality of Lezha, Fier, Kamza, Kavaja, Kruja, Kurbin, Pogradec, Shijak					
	Municipality	Firefighting personnel	Address			
	Kamza	28	Bulevardi Blu, Kamëz			
	Kavaja	17	Bulevardi Josif Budo, Lagjja Nr. 1, Kavajë			
	Kruja	14	Sheshi "Skënderbej", Qender Kruje			
	Kurbin	14	Lagjia Nr.3, Laç			
	Shijak	14	Shijak			
	Lezha	.33	Lagjia "Skenderbeg", Sheshi "Gjergj Kastrioti" Lezhe			
	Fier	33	Lagjia "Kastriot", Rruga "Ramiz Aranitasi". Fier			
	Pogradec	17	Lagjja nr 2, Bulevardi "Reshit Çollaku" Pogradec			
	TOTAL	169				

			Table	of m	easur	es fo	PPE						
No	Municipality		Uniforms size										
		38	40	42	44	46	48	50	52	54	56	58	60
1	Fier							8	9	9	7		
2	Shijak						1	4		1	4	3	1
3	Kamez			SXII	7.5			13		5	10		
4	Kavaje		1			2	İ	4	5	1	3	1	- 1
5	Lezhe		THANKS - MILE				j			2	19	8	1
6	Pogradec		Acres de la constante de la co				4	7	5	1			
7	Kurbin							1			2	10	3
8	Kruja	1		1	9 4	4	4	4	āu i	1		30	WA:
	Total	1	1	1	0	6	9	41	19	19	45	22	5

No	Municipality	4		12.253	Shoes	size	No.		FF15
	internation of the second	39	40	41	42	43	44	45	46
1	Fier		2	4	10	11	4	1	
2	Shijak		2		2	- 6	1	2	1
3	Kamez		1	2	11	13	1		Se Si
4	Kavaje	DEE!		is and	4	9	1	3	
5	Lezhe		4	14	4	5	2	1	No.
6	Pogradec		1	2	7	6	1		
7	Kurbin	100	2	3	3	2	5	1	
8	Kruja		1	4	4	2	3		相類
	Total	1	13	29	45	54	18	8	1

Mode of Transport Preferred	Land
UNDP Preferred Freight Forwarder, if any ³	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Customs, if required, clearing shall be done by:	UNDP
Inspection upon delivery	To be performed by the PM and final beneficiary
Installation Requirements	Vendor shall include delivery, commissioning and testing activities that will result with fully equipped and functional PPE on site which shall include, but it is

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

de la companya de la	not limited to: • training of firefighters for use and maintenance of the PPE.
Testing Requirements	Once PPE are delivered to the Municipalities of Lezha, Fier, Kamza, Kavaja, Kruja, Kurbin, Pogradec and Shijak, acceptance of testing results to be obtained from UNDP responsible person with the support of the trained and authorized personnel of General Directorate of Albanian Fire Protection and Rescue Service Testing shall include live use of PPE All components of the PPE will be tested independently.
Scope of Training on Operation and Maintenance	The selected bidder shall include in the financial offer a two-days operational training on the use and maintenance of the equipment. Therefore, the financial offer should include cost of travel, accommodation, subsistence and daily fee for at least 1 trainer, as well as the cost of delivering certificates produced in line with UNDP visibility policy to all trainees. The venue and the necessary equipment for the
	operational training will be secured by UNDP or the Albanian Fire Protection and Rescue Service counterpart.
	Training handouts, in English, in electronic version (presentations and other relevant material) will be developed by the selected bidder and delivered to UNDP minimum 20 days before the training, in order to allow the timely translation of materials.
	Minimum operational training subject areas should include: Ouality control; Health and Safety; Instruction of methods; The first level maintenance; Error resolving.
Warranty Period	A written on-site next day warranty covering performance, as well as defects in materials and workmanship are required. PPE, will be covered by warranty against manufacturing defects for a period of at least 2 years. All other components will be covered by warranty against manufacturing defects for a period of at least 1 year. Any required repairs will be made at no additional expense to the end-user

Local Service Support	To be provided by a licensed local company according to the legal requirements in the field of clothes and footwears
After-sale services Requirements	 ☑ Warranty on Parts and Labor for minimum period of ☑ Technical Support ☑ Provision of Service Unit when pulled out for maintenance/repair ☐ Others [pls. specify]
Payment Terms (max. advanced payment is 20% as per UNDP policy)	100% within 30 days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice
Conditions for Release of Payment	 □ Pre-shipment inspection ☑ Inspection upon arrival at destination □ Installation ☑ Testing ☑ Training on Operation and Maintenance □ Others [pls. specify] ☑ Written Acceptance of Goods based on full compliance with ITB requirements
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English

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	\boxtimes
Form B: Bidder Information Form	\boxtimes
 Form C: Joint Venture/Consortium/ Association Information Form 	\boxtimes
Form D: Qualification Form	\boxtimes
 Form E: Format of Technical Bid/Bill of Quantities 	\boxtimes
From G: Form of Bid Security	\boxtimes
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	C
Price Schedule:	
- Form F. Drice Schodule Form	N N

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

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

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

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

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

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

Name:	an Bajas, etc.
Title:	A STATE OF THE PROPERTY OF THE
Date:	
Signature:	Company of the Control of the Contro
	V

[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]		

ls your company a member of the UN Global Compact

Contact person that UNDP may contact for requests for clarifications during Bid evaluation
Please attach the following documents:

[Complete]

Name and Title: [Complete]
Telephone numbers: [Complete]
Email: [Complete]

- Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured
- Certificate of Incorporation/ Business Registration
- Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder
- Trade name registration papers, if applicable
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards, and citations received by the Bidder, if any
- Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidence of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures
- Patent Registration Certificates if any of technologies submitted in the Bid is patented by the Bidder
- Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.
- Export Licenses, if applicable
- Local Government permit to locate and operate in assignment location, if applicable
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country

Name of Bidder:

Form C: Joint Venture/Consortium	/Association	Information	Form
----------------------------------	--------------	-------------	------

[Insert Name of Bidder]

ITBr	reference: [Insert ITB Reference Numb	er]		
Го be √entu	completed and returned with your Bid if the large re/Consortium/Association.	Bid is sı	abmitted as a Joint	
No	Name of Partner and contact informatio (address, telephone numbers, fax numbers, e-address)	n mail	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed	
1	[Complete]		[Complete]	
2	[Complete]		[Complete]	
3	[Complete]		[Complete]	
(with Constitute ITB) Contexed We halikely joint to ULett We Ventu	legal structure of and the confirmation of joventure: ter of intent to form a joint venture OR	docum	nent signed by every partner, which details the severable liability of the members of the said V/Consortium/Association agreement s awarded, all parties of the Join werally liable to UNDP for the fulfillment of th	.i
Nan	ne of partner:	Nam	e of partner:	
	ature:		ature:	
		Date	* Companies and the Companies of the Com	
	ne of partner:		e of partner:ature:	5
			4	J

Date: Select date

Date:		Date:	Volt (A) (10) (10) (10) (10) (10) (10) (10) (10
Form D: Elig	ibility and Qualific	ration Form	
Name of Bio	dder: [Insert N	Name of Bidder]	Date: Select date
ITB referen	ice: [Insert I	TB Reference Number]	
If JV/Consor	tium/Association,	to be completed by each partner.	
History of N	lon-Performing (Contracts	
□Non-perf	forming contracts	did not occur during the last 3 years	
□ Contract	(s) not performed	in the last 3 years	
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	
Litigation F	History (including	pending litigation)	
□ No litiga	tion history for th	e last 3 years	
☐ Litigatio	n History as indica	ated below	
Year of dispute	Amount in dispute (in US\$)	Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	Total Contract Amount (current value in US\$)

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

r USD
r USD
r USD
_

Latest Credit Rating (if any), Indicate the source

Historic information for the last 3 years				
Year 1	Year 2	Year 3		

Information from Balance Sheet

Total Assets (TA)
Total Liabilities (TL)
Current Assets (CA)
Current Liabilities (CL)

Information from Income Statement

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;
- 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.

Goods and services to be Supplied and Technical Specifications	Your response					
	Compliance with technical specifications		Delivery Date (confirm that	Quality Certificate	Comments	
	Yes, we comply	No, we cannot comply (indicate discrepancies)	you comply or /Export indicate your delivery date) /Export Licenses, etc. (indicate all	Licenses, etc. (indicate all that apply and	B) constitution of	
and the second of the second o		The same that th		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1	

Other Related	Compliance	with requirements	Details or comments on the related requirement
requirements (based on the information provided in Section 5b)	Yes, we comply	No, we cannot comply (indicate discrepancies)	
e.g. Delivery Term		4	Annual Control of the
Warranty			in a system where the same and
Local Service Support	11 011/1 W III	L	The state of the s

SECTION 3: Management Structure and Key Personnel

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

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]

	[Insert]
Professional certifications	 [Provide details of professional certifications relevant to the scope of goods and/or services] Name of institution: [Insert] Date of certification: [Insert]
Employment Record/ Experience	[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]
	[Insert]
	[Provide names, addresses, phone and email contact information for two (2) references]
References	Reference 1: [Insert]
	Reference 2: [Insert]
	that to the best of my knowledge and belief, the data provided above correctly as, my experiences, and other relevant information about myself.
Signature of Personnel	Date (Day/Month/Year)

FORM F: Price Schedule Form

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

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

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

Currency of the Bid:[Insert Currency]

Price Schedule

Item #	Description	UOM	Quantity	Unit Price	Total Price
	An Armanya — pagararan an arabahan anda an arabahan an arabah arabahan arabahan arabahan arabahan arabahan arab	TO Y TYY			6114
	V 70 13		FCA	charges, if any	
y utago (gr	De manuelle de la company de l			coterms 2020) ional Airport):	
Prince Squarerry, Tanapatana Algebrasian	The second secon	Tr	ansportation	/Delivery Cost	HALLES AND
Annual Company of the	**************************************				transmitta mini shaper a management
Bid Total I	DDP / DAT / DAP, off-loaded	/cleared, Place	, Country (Inc	coternis 2020)	
Bid Total I	DDP / DAT / DAP, off-loaded	/cleared, Place	, Country (<u>Inc</u>	(oterms 2020) Installation	MAN AL THE STATE OF THE STATE O
Bid Total I	DDP / DAT / DAP, off-loaded	/cleared, Place	, Country (Inc		and produced to the second of
Bid Total I	DDP / DAT / DAP, off-loaded	/cleared, Place	e, Country (<u>Inc</u>	Installation	
Bid Total I	DDP / DAT / DAP, off-loaded	/cleared, Place	, Country (Inc	Installation Training	

Name of Bidder:	
Authorized signature:	The second secon
Name of authorized 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:	And the second s
Name:	
Title:	
Date:	
Name of B	ank
Address	
	(Stamp with official stamp of the Bank)