

# **INVITATION TO BID**

# **Construction of Anti-Narcotics Force (ANF) Academy Extensions and Women Hostel, Islamabad**

ITB No.: UNDP-ITB-2022-057

Project: Aman-O-Insaf Project, UNDP

Country: Pakistan

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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, Technical Specifications, Drawings and BOQs

Section 6: Returnable Bidding Forms

- o Form A: Bid Submission Form
- Form B: Bidder Information Form
- o Form C: Joint Venture/Consortium/Association Information Form (Not allowed)
- o Form D: Format of Technical Bid
- o Form E: Price Schedule
- o Form F: Form of Bid Security
- Form G: Forms for Technical Evaluation
  - Form G-1: Projects in Hand/in progress
  - Form G-2: Work Programme/Gantt Chart
  - Form G-3: Key Personal Commitment Form
  - Form G-4: Equipment Commitment Form

Section 7: Form for Performance Security

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet i.e. Friday 18<sup>th</sup> March 2022 (12:30 PM Pakistan Standard Time OR 3:30 AM EDT).

Please acknowledge the receipt of this ITB by sending an email to <a href="mailto:pakistan.procurement.info@undp.org">pakistan.procurement.info@undp.org</a>, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function on or before Thursday 3rd March 2022 [12:30 PM, Pakistan Standard Time OR 2:30 AM, EST] in e-Tendering system. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this ITB.

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

Issued by

Cocusigned by:

Kanwal Obbas

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Name: Kanwal Abbas

Title: Procurement Manager

Date: **February 25, 2022** 

Approved by:

for DocuSigned by:

851B39B18BB94FA

Name: Knut Ostby

Title: Resident Representative

Date: February 25, 2022



# **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 <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a>
	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 ( <a href="www.ungm.org">www.ungm.org</a> ). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
2. Fraud & Corruption, Gifts and Hospitality	2.1	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti</a>
	2.2	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	2.3	In pursuance of this policy, UNDP:
		<ul><li>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</li><li>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</li></ul>
	2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct-english.pdf">http://www.un.org/depts/ptd/pdf/conduct-english.pdf</a>
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;
	<ul><li>b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or</li><li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li></ul>
	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:
	<ul> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul>
	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:
	<ul> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Garagin if provided by BBG.</li> </ul>
	<ul><li>d) Bid Security, if required by BDS;</li><li>e) Any attachments and/or appendices to the Bid.</li></ul>
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;
		<ul> <li>b) In the event the successful Bidder fails:</li> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul>
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.
	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
	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	The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:  a) they have at least one controlling partner, director or shareholder in common; or  b) any one of them receive or have received any direct or indirect subsidy from the other/s; or  c) they have the same legal representative for purposes of this ITB; or  d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;  e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	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.
	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	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.
	If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	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)	<ul> <li>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.</li> <li>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</li> <li>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious</li> </ul>
	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. <u>s</u>	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 electronic method of transmission as specified in the BDS.
	22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
	22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
	a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.
	<ul> <li>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: <ol> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> </li> </ul>
	If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.
Email and eTendering	22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:
submissions	<ul> <li>Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> </ul>
	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: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/busine-ss/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/busine-ss/procurement-notices/resources/</a>
23. Deadline for Submission of Bids and Late Bids	23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP
	23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.



24. Withdrawal, Substitution, and	24.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification of Bids	24.2	Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	24.3	eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.
	24.4	Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	25.1	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. <u>EVALUATION OF BIDS</u>
26. Confidentiality	26.1	Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
	26.2	Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Bids	27.1	UNDP will conduct the evaluation solely on the basis of the Bids received.
	27.2	<ul> <li>Evaluation of Bids shall be undertaken in the following steps:</li> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> </ul>



	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).
	<ul> <li>In general terms, vendors that meet the following criteria may be considered qualified:</li> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
30. Evaluation of Technical Bid and prices	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
31. Due diligence	<ul> <li>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</li> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where</li> </ul>



		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 <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
41. Performance Security	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a 15="" href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20_Form.docx&amp;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.&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;42. Bank Guarantee for Advanced Payment&lt;/td&gt;&lt;td&gt;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 &lt;a href=" https:="" layouts="" popp.undp.org="" popp_document_library="" psu_contract%20management%20payment%20"="" public="" wopiframe.aspx?sourcedoc="/UNDP">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20</a>



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



## **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 /Site visit	Will be Conducted
			Due to current situation of Preventive measures against Corona Virus, Preproposal meeting will be held through ZOOM Call on Thursday 3 <sup>rd</sup> March 2022 from 2:00 PM Pakistan Standard Time OR 4:00 AM EST.
			https://undp.zoom.us/j/83478328766
			Interested parties will send their requests to attend this Pre-Proposal meeting at pakistan.procurement.info@undp.org; and aman.khan@undp.org; by and before Thursday 3 <sup>rd</sup> March 2022 from 2:00 PM Pakistan Standard Time OR 4:00 AM EST, in order to add in Zoom Call. Please mention ITB Reference number in subject line of email.
			NOTE: Site visit will be compulsory. All bidders applying must ensure to visit project site(s) The interested bidders can also do the site visits on their own expenditure. Bidder should coordinate UNDP contact person who will facilitate the site visit:
			Name: nadeem.akhtar Email: nadeem.akhtar@undp.org;
			GPS coordinates of Sites is given below, Bidder can do site visit as per below coordinates.
			33.648892, 73.007479



5	16	Bid Validity Period	120 days
6	13	Bid Validity Period  Bid Security	Required PKR 1,000,000/- equivalent to USD 5,733/- The Original Bid Security should be sent to UNDP Office through courier (Please also upload courier receipt with bid) at the following address on or before Friday 18 <sup>th</sup> March 2022 (12:30 PM Pakistan Standard Time OR 3:30 AM EDT). and a scanned copy of Bid Security and Courier receipt should be submitted through the e-Tendering system.  UNDP-ITB-2022-057 UNDP Registry, Quotation/Bids/Proposals United Nations Development Programme Serena Business Complex, 2nd Floor, Khayaban e Suharwardy, Islamabad, Pakistan Tel: 051-8355600 Fax: 051-2600254-5  Acceptable forms of Bid Security:  Form of Bid Security (See Section 6, FORM - F for template) Any Bank-issued Check / Cashier's Check / Certified Check In the name of UNDP Representative (Rupee) Account, UNDP Pakistan  Validity of Bid Security: 120 days from the last day of bid
			submission.  Bid security of unsuccessful bidders shall be returned.
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: 0.33% Max.  number of days of delay <b>one calendar month</b> , thereafter  UNDP may exercise its right to terminate the contract/Purchase Order.
9	40	Performance Security	Required- 10% of Contract Amount.  Form: only Bank Guarantee in accordance with template included in Section 7 of the ITB. Performance Security must be valid for 24 Months to cover the construction period (12 Months) & defect liability period (One (01) year after the substantial completion of project).



10	12	Currency of Bid	Local currency (PKR)
11	31	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Aman Ullah Khan Email: <u>pakistan.procurement.info@undp.org</u>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering and Direct communication to prospective Proposers by email
14	23	Deadline for Submission	Friday 18th March 2022 (12:30 PM Pakistan Standard Time OR 3:30 AM EDT).  PLEASE NOTE: -  1. Date and time visible on the main screen of event (on etendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.  2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue in submitting your bid at the last minute, UNDP may not be able to assist.
14	22	Allowable Manner of Submitting Bids	☑ Online bidding in E-tendering module.
15	22	Bid Submission Address	To be submitted in e-Tendering system:
			https://etendering.partneragencies.org
			Note: Detailed instructions on how to register, submit, modify or cancel a bid in the eTendering 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/pro
			curement/business/procurement-notices/resources/
16	22	Electronic submission e- Tendering requirements	<ul> <li>Format: PDF files only and Priced BOQ in excel format in addition to the signed and stamped PDF file.</li> </ul>
			<ul> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> </ul>
			<ul> <li>All files must be free of viruses and not corrupted.</li> </ul>
17	25	Date, time and venue for the opening of bid	Date and Time: Friday 18 <sup>th</sup> March 2022 (12:30 PM Pakistan Standard Time OR 3:30 AM EDT).  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	<ul> <li>✓ Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and</li> <li>✓ Lowest price offer of technically qualified and responsive Bid.</li> </ul>
			NOTE: UNDP may require the Bidder to produce detailed price analyses for any or all items of the price schedule to demonstrate internal consistency of those prices with the construction methods and schedule proposed.
19		Expected date for commencement of Contract	May 2, 2022
20		Maximum expected duration of contract	Twelve (12) Months commencing from the date of award of Contract
21	35	UNDP will award the contract to:	One Proposer Only
			Award to the "lowest priced, technically qualified and responsive" bidder.
22	39	Type of Contract	Contract for Civil Works <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other Information Related to the ITB	Conditions for Determining Contract Effectivity:  ☑ Upon UNDP's receipt of valid Performance Bank Guarantee and ☑ Upon contract signing from both parties.



### **Payment Terms:**

Invoices complete in all respect shall be submitted by the Contractor to the Project Engineer upon achievement of the corresponding milestones:

Work Completion Mile Stone:

Progress payment as agreed in the pre-contract meeting, however tentative payment plan will be as follows:

The payment will be made on work-done basis as per site, that will be verified by the consultant on site. The milestone for minimum payment is 10%. In case in any month the contractor does not work on that month due to any reason, they will not be paid. Also, in case the work done is 20% in 01 month they will be paid two invoices in that month to maintain their cash flow.



## **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 should meet the minimum criteria, unless otherwise specified.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	<ul> <li>Valid (C-4 and above) certificate of registration with Pakistan Engineering Council (PEC) Bidder must provide evidence (Payment Deposit Slip) that renewal of PEC is applied.</li> </ul>	Form B: Bidder Information Form
	<ul> <li>Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer (Not applicable)</li> </ul>	
	<ul> <li>Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country (Not applicable)</li> </ul>	
	<ul> <li>Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder (Not applicable)</li> </ul>	



	<ul><li>Export/Import Licenses, if applicable (Not applicable)</li></ul>	
QUALIFICATION		
History of Non- Performing Contracts <sup>1</sup>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
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 06 years of relevant experience in conducting civil works and infrastructure works .	Form D: Qualification Form
	<ol> <li>Detail of similar nature Projects/contracts completed or in progress (80% or above completed) with value of min. PKR 100 Million (each) (Three 03 Contracts) in last three (03) years Bidders must provide copies of three (03) contracts as evidence.</li> </ol>	Form D: Qualification Form
	<ol> <li>Satisfactory performance certificates are required for the 3 projects.</li> </ol>	
	Evidence of these contracts/POs are required. Bidders shall substantiate the claimed experiences by presenting copies of Satisfactory Work Completion Certificates from Clients mentioning nature of works, dates of projects and their total values.	
	UNDP reserves the right to request submission of originals of all proof documents (such as contracts, invoices, acceptance reports etc.) as well as further information/documentation from both the bidder and its clients.	
	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
Financial Standing	Minimum average annual turnover of PKR 150 Million for the last 3 year. Bidder must provide audit reports of year 2018-19, 2019-20 and 2020-21. The average annual turnover will be calculated on the basis of audit reports.	Form D: Qualification Form
	Bidder must provide audit reports of year 2018-19, 2019-20 and 2020- 21. The annual average turnover will be calculated on the basis of audit reports.	

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



	Bidder must demonstr standing and indicate it details of Minimum raddressed with proof of (For JV/Consortium/Assorequirement).  Bidder must demonstrate standing and indicate its Quick Ratio should be me based on Audited Statem	Form D: Qualification Form				
	requirement).  Liquid assets and/or cred commitments and exclus made under the Contract Proof of access to lines credit letter (An Official I approved credit facilities within the bank) shall be evaluation stage, and up					
Technical Evaluation	compliance or non-comp	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications listed below and those identified in the bid document.				
Detail of Projects And Time Line	<ul> <li>☑ Detail of Projects in Ha Hand/In Progress) Must M</li> <li>☑ Appropriateness of the Schedule; Attach Form G- Requirement (Y/N).</li> </ul>					
Expertise	Provision of required indicated below should construction works:  The following Technical at project site.	Form E: Technical Bid FORM				
	Designation					
	Resident Engineer	01	B.Sc Civil Engineer with valid PEC registration	5 years or above.		
	Site Supervisors (Civil)	02	DAE Civil	5 years or above		



	6::				1	
	Site (Elect	Supervisor rical)	01	DAE Electrical	5 years or above	
	Quan	tity Surveyor	01	DAE Civil	6 years or above	
	The Co workma (Attach Require					
Equipment	List of the Equipment for the project (Minimum Equipment) Required are:					Form G-4 Equipment Commitment
	S #	Description			Qty	Form
	1	Excavator (Full	bucke	et)	01 No.	
	2	Concrete Mixer	(Sing	le Load)	01 No.	
	3	Shuttering			10,000 Sft	
	4	Scaffolding Pipe	es		10,000 Rft	
	5	Total Station			01 No.	
	6	Vibrator			03 No	
	7	Compactor			01 No	
	8	Water Tanker			01	
	9	Level Machine			01	
	Deliver evidence on-site must su  Equi minimu the App Section pieces of mainter access  IT su softwar	within 30 days a within 30 days a ubmit the mobilization. Bid im, of the main co- plicant over the la so, including deta of the equipment	ity to after in ation diders on structured after the distribution of the didentification of	mobilize the recessuance of the plan along with I must demonstraction and related ears (complete a garding ownershot, technical specifiental/leasing agress are required to e company for designation of the second	te availability, at the dequipment used by and submit Form 9 in hip of each of the ications thereof, beements that prove	
Local representatives (where applicable)	□ Confirmation that the Bidder has a local registered representative in the country that will be permanently available in during the duration of any works Contracted resulting from this Bid and who will act as the main operational focal point for daily contact between the Employer and Contractor. This requirement only applies to bidders that are not national legal entities in the county. (Not applicable)					Form E: Technical Bid Form
Other documents/information that must be submitted to establish technical	in the b	oid the time-effor	t of ea	ach member of tl	The Bidder shall enclose ne team to be allocated r of working days.	Form E: Technical Bid Form



responsiveness of the offers to the requirements in the ITB

(This is standard format however Not Applicable in subject ITB)

- **B) DETAILED WORK PLAN.** The Bidder shall submit a work plan that illustrates the methodology to be followed in the implementation of the work activities. The work plan shall include:
- □ **Time Schedule of Works**. This will show a detailed list of all work activities beside their duration and sequence and delivery milestones as outlined in B. Scope of Required Works, Section 3, within a frame of 12 calendar months from the Contract start date. This schedule shall also include the critical path and resource allocation, both human and material, to assure proper planning of work activities.
- □ **Schedule of Material Supply.** The above time schedule of works shall include the dates and quantities of material supply as well as the equipment supply. No delays are accepted due to delay in or insufficient material supply for works in the local market.

IMPORTANT: (A) The Bidder can use MS Project (or similar software) for the composition of the Work Plan; (B) Before the initiation of the works, the Contractor may be requested to do all pertinent modifications in the time schedule proposed by the Employer; (C) Written approval on the Work Plan must be obtained prior to execution of the project.

- Adequacy of the Proposal for Quality Assurance/ Control plan (QA/QC), tailored specifically to this project
- **C) DESIGN DEVELOPMENT DOCUMENTS (where applicable).** The Bidder shall submit preliminary design report and drawings. The drawings enclosed to this tender dossier (see of this ITB) shall be used for the composition of the preliminary documents and constitute indeed the basis for the final expected design that the bidders shall propose. In case of changes required, the Bidder will resubmit the mentioned Design Development Documents with the required changes applied, which must be approved by the appointed Engineer before the initiation ofworks.
- □ **As-built Drawings.** These will show all project details, such as civil and foundation works, structural, installations, and electrical along with services routes, trenches, manholes, levels, among others. In case of courier submission, the Bidder shall enclose two (2) hard copies in A3 size and three (3) CD's.
- □ **Shop Drawings.** Detailed shop drawings will show all project components, such as pre-engineered steel elements or pre-casted elements, for example. In case of courier submission, the Bidder shall enclose three (3) hard copies of the shop drawings.

<u>IMPORTANT</u>: (A) The Bidder shall abide to any additional detail or general drawings issued by the Employer and will be considered as part of the Contract; (B) If the preliminary design report and drawings does not include adequate description of the minimum requirements specified in the Scope of the works, Section 3 of this ITB and the drawings enclosed in the tender dossier, the bid will be rejected as non-responsive.

D) SUBCONTRACTING. The maximum percentage of the Contract



	value allowed to be Subcontracted under this ITB is fixed at 30% of Contract value, except for the pre-engineered steel buildings works, where the whole item (regardless of the percentage) can be Subcontracted. The Bidder shall enclose in the bid: (Not Applicable)  A certified agreement between the Contractor and the Subcontractor prior to commencement of the works.  And where the Contractor is proposing to Subcontract more than 10% of the total value of the Contract, the following details shall be also enclosed in the bid submission (highlight cells in the BOQ attached in this ITB to indicate subcontracting details and include a letter of confirmation):  BOQ item number to be subcontracted	
	<ul> <li>Value of item to be subcontracted</li> <li>Name of Subcontractor(s)</li> <li>Full qualifications and resources details for the proposed</li> <li>Subcontractor(s) for evaluation purposes.</li> <li>Note: (i) Additional information may be requested by the UNDP to verify the technical and administrative capacity of the Subcontractor(s) to undertake the works; (ii) the UNDP reserves the right to accept or</li> </ul>	
Financial Evaluation	reject proposed Subcontractor(s) based on their qualifications.  Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.  Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)  Comparison with budget/internal estimates.	Form F: Price Schedule Form
Price Analysis and Cash Flow (Not applicable)	Upon official request only, the bidder shall furnish actual price analysis for all items in the Bill of Quantities. Price analysis shall show labor, materials, transportation, % of sub-contracting, overhead and profit. Upon official request only, the bidder shall furnish cash flow diagram.	



# SECTION 5A: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS AND DRAWINGS

Items to be Supplied <sup>2</sup>	Facility Name	Description of Schemes	Related Services	Delivery Date	Other Information
1	Construction of Anti Narcotics Force (ANF) Academy Extensions and Women Hostel, Islamabad	Construction of a building facility which includes academic block for ANF Academy, and residential facility for ANF women trainees	As per BOQs, Drawings and bidding documents	12 months commencing from the date of award of contract	Award of contract would be made to the "lowest priced, technically qualified and responsive" bidder.

### **Execution**

All excavation, cuts and fills shall be constructed to the lines, levels, slopes and gradients, specified any necessary allowance for consolidation, settlement and drainage so that at the end of the Defects Liability Period.

### **Site Preparation**

The contractor shall set out the work and shall be responsible for true and perfect setting out of the same and for correctness of the position, levels, dimensions and alignment of all parts thereof, if any time any error in this respect shall appear during execution.

The contractor shall construct and maintain accurate benchmarks so that the lines and levels can be easily checked by the engineer/engineer's representative

## **Material Testing:**

The bidder will be responsible to test all construction material where applicable prior commencement of any construction work and submit the independent laboratory report to the consultant. The material used by the Contractor without any laboratory test will be rejected at site by the consultant. The vendor would be required to establish on site testing facilities as per recommendation of consultant.

<sup>&</sup>lt;sup>2</sup> Clustering items by packages, if any, is recommended, especially if partial bids will be allowed.





# **SECTION 5B: BILL OF QUANTITIES**

Drawings & BOQs in excel are attached separately.

# 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?	
<ul> <li>Form A: Bid Submission Form</li> </ul>	
<ul> <li>Form B: Bidder Information Form</li> </ul>	
<ul> <li>Form C: Joint Venture/Consortium/ Association Information Form</li> </ul>	
<ul> <li>Form D: Format of Technical Bid</li> </ul>	
<ul><li>Form F: Form of Bid Security</li></ul>	
<ul> <li>Form G: Forms for Technical Evaluation</li> <li>Form G-1: Projects in Hand/in progress</li> <li>Form G-2: Work Programme/Gantt Chart</li> <li>Form G-3: Key Personal Commitment Form</li> <li>Form G-4: Equipment Commitment Form</li> </ul>	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

### **Price Schedule:**

<ul> <li>Form E: Price Schedule Form (Properly filled, signed and stamped BOQs)</li> </ul>	



## FORM A: BID SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date		
ITB reference:	UNDP-ITB-2022-057- Construction of Anti Narcotics Force (ANF) Academy				
TID reference.	Extensions and Women Hostel, Islamabad				

We, the undersigned, offer to supply the goods and related services required for **Construction of Anti Narcotics Force (ANF) Academy Extensions and Women Hostel, Islamabad** in accordance with your Invitation to Bid No. UNDP-ITB-2020-057 and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule. Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

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

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

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

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

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

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

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

Name:		
Title:		
Date:		
Signature:		
3		

[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?	$\square$ Yes $\square$ No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent)</b> (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]



Contact person that UNDP may
contact for requests for
clarifications during Bid evaluation

# Please attach the following documents:

Name and Title: [Complete]

Telephone numbers: [Complete]

Email: [Complete]

- Separate Bid Security @ PKR 1,000,000/- equivalent to USD 5,733/-. The original banking instrument should be sent to UNDP Office on the address as mentioned at serial number 6. A scanned copy of the banking instrument must be uploaded in the e-Tendering System along with other requisite documents;
- Bid Submission Forms (Form A, B, C, D, E, G);
- Properly filled-in Priced BOQs in excel as well as in hard form as per the format with company stamp and signature should be uploaded into e-Tendering system);
- Implementation Timetable of the project; and well-defined work schedule for the project;
- C.Vs of the project personnel including the qualification and experience of the Construction Engineer and all other personnel to be assigned to the Project, refer to section 4 technical requirements.
- Statement that bidder is not listed in the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- Valid (C-4 and above) certificate of registration with Pakistan Engineering Council (PEC). Bidder must provide an evidence (Payment Deposit Slip) that renewal of PEC is applied.
- Detail of similar nature three (03) Projects/contracts with value of min. PKR 100 Million or above (each) completed or in progress (80% or above completed) in last three (03) years. Bidders must provide copies of those three (03) contracts as evidence.
- Satisfactory performance certificates are required for the 3 projects.
- Minimum average annual turnover of PKR 150 Million for the last 3 years. Bidder must provide audit reports of year 2018-19, 2019-20 and 2020-21. The annual average turnover will be calculated on the basis of audit reports.
- All FORMS related to technical bid (FORM G-1, G-2, G-3 and G-4) must be submitted.



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

			<u>F0</u>	rm			
Name	e of Bidder:	[Insert Name of Bio	dder]			Date:	Select date
ITB re	eference:						
To be o	completed and r	eturned with your Bi	d if the Bid is	submit	ted as a Join	ıt Ventur	re/Consortium/Association.
No		ner and contact inf ers, fax numbers, e-ma	•	ddress,		pe of go	tion of responsibilities (in oods and/or services to be performed
1	[Complete]				[Complete]		
2	[Complete]				[Complete]	]	
3	[Complete]				[Complete]	]	
Assoc the ev contra We had legal so	iation during the I gent a Contract is a act execution) we attached a co tructure of and t	ppy of the below ref		cument erable l	iability of th	e memb	rtner, which details the likel pers of the said joint venture ciation agreement
We he	reby confirm tha	•		arties o	f the Joint V	enture/0	Consortium/Association sha
Name	e of partner:			Name	of partner: _		
Signa	ture:			Signat	ure:		
Date:				Date: _			
Name	e of partner:			Name	of partner: _		
Signa	ture:			Signat	ure:		





### FORM D: FORMAT OF TECHNICAL BID

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP-ITB-2022-057, Construction of Anti Nar Extensions and Women Hostel, Islamabad	cotics Fo	orce (ANF) Academy

### 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 Undertaking about Non-performance of a contract did not occur as a result of contractor default for the last 3 years.
- 2.6 Undertaking about No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.
- 2.7 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.





Goods and services to be					
Supplied and Technical Specifications	Compliance w	ith technical specifications	Delivery Date 12 Months from		
recinical Specifications	Yes, we comply	No, we cannot comply (indicate discrepancies)	The Contract Signing (confirm that you comply or indicate your delivery date)		
Detail of Projects in Hand/In Progress. Attach Form G-1 (Projects in Hand/In Progress) Must Meet Requirement (Y/N).					
Appropriateness of the Implementation Timetable to Project Schedule; Attach Form G-2 (Work Programme) Must Meet Requirement (Y/N).					
The Contractor shall engage competent workers to achieve the workmanship stated in the tender documents.  (Attach Form G-3 Personnel Commitment FORM) Must Meet Requirement (Y/N);					
Full Compliance as per (Attach Form G-4 Equipment Commitment Form) Must Meet Requirement (Y/N);					
The dedicated team assigned by contractor for this project should be free and will not be assigned to other					
ongoing projects. Must Meet Requirement (Y/N);					

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

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





# FORMAT FOR CV OF PROPOSED KEY PERSONNEL

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

3	best of my knowledge and belief, the data provided above correctl nces, and other relevant information about myself.
Signature of Personnel	Date (Day/Month/Year)



## **FORM E: PRICE SCHEDULE FORM**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date	
ITB reference:	UNDP-ITB-2022-057 Construction of Anti Narcotics Force (ANF) Academy			
	Extensions and Women Hostel, Islamabad			

S #	Description of Works	Amount (Rs.) SCHEDULED ITEMS	Amount (Rs.) NON-SCHEDULED ITEMS	Amount (Rs.) Grand Total
	Cost of Civil Works Building			
	Cost of Electrical Works			
01	Cost of Plumbing Works			
01	Lighting Protection and Transformer			
	Fire Alarm System			
	Public Address System			
	Total			
			GRAND TOTAL	

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

**Note:** Please attach Properly filled-in Priced BOQs in excel as well as in hard form as per the format with company stamp and signature and should be uploaded into e-Tendering system);



# Form G- 1 Projects in Hand/In-Progress

## Complete information about all projects in progress

S. No.	Name of the Employer / Client	Name and location of project	Amount of the contract (PKR)	Project start Date	scheduled completion Dates	Project type: <b>B</b> uilding, <b>S</b> ewage, <b>W</b> ater, <b>R</b> oads, etc	Completion percentage (%)	Expected monthly invoice amount based on the average preceding 06 months

Note: The dedicated team assigned by contractor for this project should be free and will not be assigned to other ongoing projects.

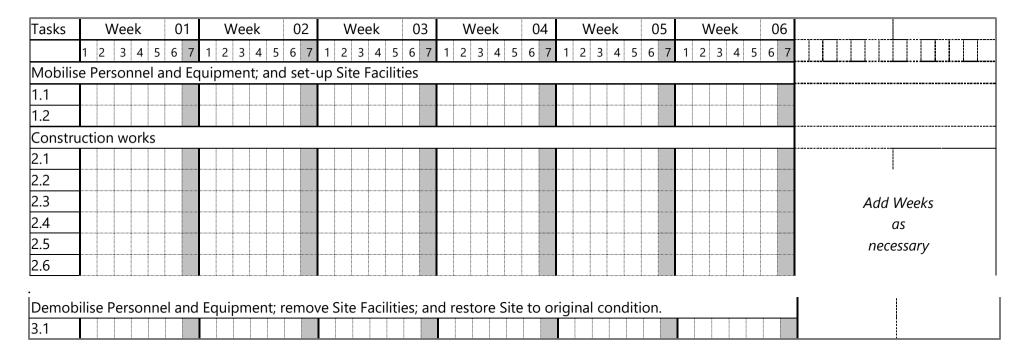
[Signature of the Authorized Representative(s) of the Bidder]





### Form G-2: Work Programme

Guidance Note: The Work Programme shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Statement of Works, and Technical Drawings and shall set forth the Bidder's best estimate, at the time of preparation of the Bid, of the time(s) required for the various key tasks required to execute the works in accordance with the information provided in the aforementioned Bid Documents. The key tasks and activities for which execution times are to be detailed in the Work Programme shall include, but not be restricted to the various activities as specified in the Statement of Works and the Price Schedule etc. Bidders shall add such further details as may, in their assessment, be deemed necessary to fully clarify the Work Programme and justify overall time required to complete the civil works.



[Signature of the Authorized Representative(s) of the Bidder]



### Form G-3: Key Personnel Commitment Form

Guidance note: The key personnel commitment form should be printed on company letterhead, signed by the authorized representative(s) of the bidder, dated and stamped. The form should be supplemented by the CVs of the proposed key personnel, copies of their diplomas, and other supporting documents (certifications, membership to professional bodies etc.) as applicable.

To: UNDP

## KEY PERSONNEL COMMITMENT FORM

We, the undersigned, undertake to commit the following key personnel whose names and qualifications have been summarized below for the execution of the subject matter civil works. Attached are the signed CVs of the proposed key personnel, along with copies of their diplomas and other supporting documents as applicable.

Note: The requirement of Permanent Staff and Need basis Staff is mentioned in Evaluation Criteria – Page 22

#	Key Personnel	Minimum Requirements by UNDP	Staff proposed by the Contractor	Name and Last Name	Education (Degree)	Years of Similar Work Experience
1						
2						
3						
4						

[Signature of the Authorized Representative(s) of the Bidder with Address



### Form G-4: Equipment Commitment Form

Guidance Note: The Equipment Commitment Form should be printed on company letterhead, signed by the authorized representative(s) of the bidder, dated and stamped. The Bidder must demonstrate that it will have access, at the minimum, to the key equipment, listed hereafter. The list of equipment hereafter will be used as minimum benchmark for assessment of bids. However, the Bidders should propose an extensive list of required equipment to successfully complete the works. The Bidders' list must match their approach to the works and demonstrate their understanding and ability to complete the works satisfactorily.

To: UNDP

### **EQUIPMENT COMITMENT FORM**

Subject: Invitation to Bid Construction of Anti Narcotics Force (ANF) Academy Extensions and Women Hostel, Islamabad

We, the undersigned, undertake to commit at the minimum the following equipment for the subject matter, civil works.

Note: The list of minimum equipment required is mentioned in Evaluation Criteria – Page 22

Equipment	Information on the equipment			<b>Current Status</b>		Source	
	Manufacturer	Model and Power Rating	Capacity	Year of Manufacture	Current Location	Detail of current commitments	Select the options that applies
							Owned Rented Lease
							Owned Rented Lease
							Owned Rented Lease

Best regards,

Signature of the authorized Representative(s) of the Bidder

Name: Insert Name(s) of the authorized representative(s) of the Bidder In the capacity of (Insert capacity of the person signing the application Duly authorized to sign the application for and on behalf of: (Insert full name of the





applicant)
Address (Insert Street Number/Town or City/ Country Address)
Dated on (Insert the date: DD/MM/YYYY)

Company Name: .....



### FORM F: 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 Representative Rupee Account UNDP Resident Representative

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 (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

[Stamp with official stamp of the Bank]





### SECTION 7: FORM FOR PERFORMANCE SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: UNDP Representative (Rupee) Account, [Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. Click to enter dated Click to enter, to deliver the goods and execute related services Click here to enter text. (hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, 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 Contract Price 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 until a date 30 day from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date
Name of Bank
Address

