



*Empowered lives.
Resilient nations.*

INVITATION TO BID – Rev. 01

SUPPLY, INSTALLATIONS, TESTING AND COMMISSIONING OF SOLAR ELECTRICAL AND HOT WATER SYSTEM IN TWELVE (12) HEALTH FACILITIES IN THE WESTERN REGION, AFGHANISTAN

ITB No.: UNDP/AFG/2022/ITB/0000011680

Project: Afghanistan Local Economic Development (ALED)

Country: Afghanistan

Issued on: 2 March 2022

Contents

Section 1. Letter of Invitation	4
Section 2. Instruction to Bidders.....	6
GENERAL PROVISIONS.....	6
1. Introduction.....	6
2. Fraud & Corruption, Gifts and Hospitality.....	6
3. Eligibility.....	6
4. Conflict of Interests.....	7
B. PREPARATION OF BIDS	7
5. General Considerations.....	7
6. Cost of Preparation of Bid.....	8
7. Language.....	8
8. Documents Comprising the Bid.....	8
9. Documents Establishing the Eligibility and Qualifications of the Bidder.....	8
10. Technical Bid Format and Content.....	8
11. Price Schedule.....	8
12. Bid Security.....	8
13. Currencies.....	9
14. Joint Venture, Consortium or Association.....	9
15. Only One Bid.....	10
16. Bid Validity Period.....	10
17. Extension of Bid Validity Period.....	10
18. Clarification of Bid (from the Bidders).....	11
19. Amendment of Bids.....	11
20. Alternative Bids.....	11
21. Pre-Bid Conference.....	11
C. SUBMISSION AND OPENING OF BIDS	12
22. Submission.....	12
Hard copy (manual) submission.....	12
Email and eTendering submissions	12
23. Deadline for Submission of Bids and Late Bids	12
24. Withdrawal, Substitution, and Modification of Bids.....	13
25. Bid Opening	13
D. EVALUATION OF BIDS	13
26. Confidentiality.....	13
27. Evaluation of Bids	13
28. Preliminary Examination	14
29. Evaluation of Eligibility and Qualification	14
30. Evaluation of Technical Bid and prices	14
31. Due diligence	14
32. Clarification of Bids	15
33. Responsiveness of Bid	15
34. Nonconformities, Reparable Errors and Omissions	15
E. AWARD OF CONTRACT	16
35. Right to Accept, Reject, Any or All Bids	16
36. Award Criteria	16
37. Debriefing	16
38. Right to Vary Requirements at the Time of Award	16
39. Contract Signature	16
40. Contract Type and General Terms and Conditions	16
41. Performance Security	16
42. Bank Guarantee for Advanced Payment	16
43. Liquidated Damages	17

44. Payment Provisions17

45. Vendor Protest17

46. Other Provisions17

Section 3. Bid Data Sheet 18

Section 4. Evaluation Criteria..... 22

Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities 26

Section 5b: Other Related Requirements 34

Section 6: Returnable Bidding Forms / Checklist..... 36

Form A: Bid Submission Form..... 37

Form B: Bidder Information Form 38

Form C: Joint Venture/Consortium/Association Information Form..... 40

Form D: Eligibility and Qualification Form..... 41

Form E: Format of Technical Bid 43

Form F: Price Schedule Form..... 1

Form G: Form of Bid Security 35

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
 - o Form H: Form of Performance Security
- Annex 1: Technical Specifications, Compliance & Price Schedule Form
- Annex 2: Site Data Assessments

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 directly online in the e-tendering system through the following link: <https://etendering.partneragencies.org> using your username and password.

You may also utilize the "Accept Invitation" function in eTendering 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 Data Sheet as the focal point for queries on this ITB.

If you have not registered in the system before, you can register now by logging in using the below username and password, and follow the registration steps as specified in the system user guide in <https://www.undp.org/procurement/business/resources-for-bidders>.

Username: event.guest

Password: why2change

Event ID: 0000011680

Business Unit: AFG10

No hard copy or email submissions will be accepted by UNDP.

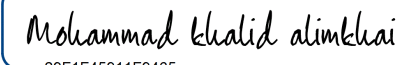
The step-by-step instructions for registration of bidders and quotation/proposal submission through the UNDP ATLAS E-Tendering system is available in the instructions manual for the bidders, attached with this ITB. The proposers are advised to use Internet Explorer (Version 10 or above) browser to avoid any compatibility issues with the E-Tendering system.

Please refer to E-Tendering system for closing date of this ITB. Kindly go through this invitation letter and other documents attached here to this ITB. Should you have any question or require any clarification, please feel free to send an email to the procurement officer at procurement.af@undp.org.

Please note that UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See https://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <https://www.undp.org/procurement/business/protest-and-sanctions> for full description of the policies).

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

Approved by:

DocuSigned by:

20F1F45011F0465...

Name: Mohammadkhalid Alimkhail

Title: Head of Procurement, a.i.

Date: **March 2, 2022**

Section 2. Instruction to Bidders

GENERAL PROVISIONS

1. Introduction	<p>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</p> <p>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.</p> <p>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.</p> <p>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.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>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</p> <p>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.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(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;</p> <p>(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.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p>
3. Eligibility	<p>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</p>

	<p>these organizations.</p> <p>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.</p>
4. Conflict Interests	<p>of</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>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.</p>
B. PREPARATION OF BIDS	
5. General Considerations	<p>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.</p> <p>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.</p>

6. Cost 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 style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Bid Format and Content	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>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.</p> <p>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.</p> <p>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.</p>
11. Price Schedule	<p>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.</p> <p>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.</p>
12. Bid Security	<p>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.</p> <p>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.</p>

	<p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	<p>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:</p> <ul style="list-style-type: none"> 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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience</p>

	<p>should clearly differentiate between:</p> <ul style="list-style-type: none"> 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. <p>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</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Bid	<p>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.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> 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	<p>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.</p> <p>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.</p>
17. Extension of Bid Validity Period	<p>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.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>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.</p>

18. Clarification of Bid (from the Bidders)	<p>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.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Bids	<p>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.</p> <p>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.</p>
20. Alternative Bids	<p>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.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
21. Pre-Bid Conference	<p>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.</p>

c. SUBMISSION AND OPENING OF BIDS

22. Submission	<p>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.</p> <p>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.</p> <p>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.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>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.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> 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. <p>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.</p>
Email and eTendering submissions	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> 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. <p>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: https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders</p>
23. Deadline for Submission of Bids and Late Bids	<p>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</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the</p>

	submission of Bids.
24. Withdrawal, Substitution, and Modification of Bids	<p>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.</p> <p>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"</p> <p>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.</p> <p>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.</p>
25. Bid Opening	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>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.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
D. EVALUATION OF BIDS	
26. Confidentiality	<p>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.</p> <p>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.</p>
27. Evaluation of Bids	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> 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)

	<ul style="list-style-type: none"> a) Evaluation of Technical Bids b) Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
28. Preliminary Examination	<p>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.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments; c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	<p>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.</p>
31. Due diligence	<p>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:</p> <ul style="list-style-type: none"> 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

	<p>works, as deemed necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
32. Clarification of Bids	<p>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.</p> <p>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.</p> <p>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.</p>
33. Responsiveness of Bid	<p>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.</p> <p>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.</p>
34. Nonconformities, Reparable Errors and Omissions	<p>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.</p> <p>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.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <p>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;</p> <p>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</p> <p>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.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall</p>

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-buy.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 https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at

	https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	<p>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.</p>
44. Payment Provisions	<p>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.</p>
45. Vendor Protest	<p>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:</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>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.</p> <p>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.</p> <p>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</p> <p>http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

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	<p>Will be Conducted Time: 11:30am, Kabul time Date: February 28, 2022 Venue : Virtual/Online</p> <p>Join Zoom Meeting https://undp.zoom.us/j/84853658494 Meeting ID: 848 5365 8494</p> <p>The UNDP focal point for the arrangement is: procurement.af@undp.org .</p>
5	16	Bid Validity Period	90 days
6	13	Bid Security	<p>Required in the amount of USD 1,000</p> <p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> ▪ Bank Guarantee (See Section 6 for template) ▪ Any Bank-issued Check / Cashier's Check / Certified Check ▪ Bank Draft, Unconditional Guarantee Letter from a Bank <p>The bid security shall be submitted in original and in favor of UNDP Afghanistan, the attention of UNDP Country Director. UNDP reserves the right to reject the bid security should the mentioned conditions be deemed unfulfilled.</p>

			<p>Note: Scan PDF version of Bid security must be uploaded through E-Tendering system, the original must be submitted within one week after closing deadline of the ITB to the following address:</p> <p>Attention: SCMO, UNDP Country Office, UNOCA Compound, Jalalabad Road, Kabul, Afghanistan</p> <p>The bid security shall have a minimum validity period of <u>90 calendar days</u> from the date of issuance.</p> <p>Bidders must be prepared to extend the validity period by 30 days if requested by UNDP. As soon as a contract has been awarded or in case of cancellation of the solicitation process, UNDP shall return the bid Security to all unsuccessful bidders</p>
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Percentage of contract price per day of delay: 0.3%</p> <p>Max. number of days of delay 30 days, after which UNDP may terminate the contract.</p>
9	40	Performance Security	<p>Required in the amount of 10% of the total contract value</p> <p>Within 7 days after signature of the contract, the successful Bidder shall furnish a Performance Security to UNDP in the amount of 10% of the Contract Value in the form set out in section 6 of the ITB and meeting the essential requirements set out therein. Performance security of 10% of the estimated price of the contract will be returned to the contractor within 30 days after completing all the works under the contract, including any warranty obligations. During the 12 (twelve) months warranty period, the contractor is obligated to correct, repair and/or reconstruct any faults as may arise or any items listed in the Certificate of Substantial Completion by UNDP, at the Contractor's own cost and within 14 (fourteen) calendar days of notification by UNDP.</p>
10	12	Currency of Bid	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	<p>3 days before the submission deadline</p> <p>UNDP will endeavor to provide the above clarifications expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of</p>

			a bid.
12	31	Contact Details for submitting clarifications/questions	<p>E-mail address: Procurement.af@undp.org</p> <p><i>Note: This email address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.</i></p> <p><i>The Subject Line Email Should read,</i> <i>UNDP/AFG/ITB/2022/0000011680 "SUPPLY, INSTALLATIONS, TESTING AND COMMISSIONING OF SOLAR ELECTRICAL AND HOT WATER SYSTEM IN TWELVE (12) HEALTH FACILITIES IN THE WESTERN REGION, AFGHANISTAN"</i></p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Supplemental Information will be uploaded to the system (Atlas-E-tendering System). Once uploaded, bidders who accepted Tender Invitation will be notified automatically by a system that changes have occurred. It is the responsibility of the bidders to view the respective changes and clarifications in the system
14	23	Deadline for Submission	<p>Date and Time: As specified in the system (note that time zone indicated in the system in New York Time zone).</p> <p>PLEASE NOTE:</p> <p>i. Date and time visible on the main screen of the event (on E-Tendering portal) will be final and prevail over any other closing time indicated elsewhere in case they are different. The system will not accept any bid after the closing 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 to the system.</p> <p>Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.</p>
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering
15	22	Bid Submission Address	<p>https://etendering.partneragencies.org</p> <p>BU Code: AFG10</p>

			Event ID number: 0000011680
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> ▪ 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: 8 MB ▪ Mandatory subject of email: <i>UNDP/AFG/ITB/2022/0000011680 "SUPPLY, INSTALLATIONS, TESTING AND COMMISSIONING OF SOLAR ELECTRICAL AND HOT WATER SYSTEM IN TWELVE (12) HEALTH FACILITIES IN THE WESTERN REGION, AFGHANISTAN"</i> ▪ Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: UNOCA Compound UNDP, Jalalabad Road, Kabul
17	25	Date, time and venue for the opening of bid	Not Applicable: System Generated File "Bid Opening" will be shared with prospective bidders.
18	27, 36	Evaluation Method for the Award of Contract	<input checked="" type="checkbox"/> Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid
19		Expected date for commencement of Contract	<i>April 4, 2022</i>
20		Maximum expected duration of contract	Delivery to the health facilities shall commence within 2 months from the signing of contract. Installations and trainings must be completed within 6 months.
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Goods and/or Services to UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other Information Related to the ITB	See other sections of the ITB.

SECTION 4. EVALUATION CRITERIA

Preliminary Examination Criteria

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

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security (if required) submitted as per ITB requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	<ul style="list-style-type: none"> ▪ 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 ▪ Certificate of Registration of the business, including Articles ▪ Valid Operation License ▪ All relevant certificate and licenses related to the Works requested in the ITB 	Form B: Bidder Information Form

QUALIFICATION		
History of Non-Performing Contracts¹	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, i.e. supply and installation of similar equipment. <i>(For JV/Consortium/Association, all Parties should individually meet requirement).</i>	Form D: Qualification Form
	Minimum 2 contracts of similar nature and complexity completed within last 5 years – one contract with the contract value of at least 500,000 USD; Contract of Similar Nature and Complexity: Solar Electricity, Solar Hot Water System, PV hybrids Systems or Solar system that require a combination of solar PV-Battery, Back up-solar invertor with the capacity of individual system above 5 kW or Solar system that require a combination of Solar PV-solar pump-hot water tank along with plumbing system etc or a similar system that utilizes a combination of electricity and hot water from solar energy <i>(For JV/Consortium/Association, all Parties should cumulatively meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of USD 500,000 for the last 3 years [2018, 2019, 2020]. <i>(For JV/Consortium/Association, all Parties should cumulatively meet requirement).</i>	Form D: Qualification Form
	Bidder must submit latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years [2018, 2019 and 2020]. <i>(For JV/Consortium/Association, all Parties should meet requirement).</i>	Form D: Qualification Form
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document. <input checked="" type="checkbox"/> Qualifications of Key Personnel are in line with tender requirements (Y/N).	Form E: Technical Bid Form

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

	<p><input checked="" type="checkbox"/> Full compliance of offered goods to the technical specification and required quality standards [Must meet the requirements (Y/N)]</p> <p><input checked="" type="checkbox"/> Minimum 05 years of relevant experience</p> <p><input checked="" type="checkbox"/> Minimum 2 contracts of similar nature and complexity; one contract with the Contract Value (at least 500,000. USD) during the past 5 years</p> <p><input checked="" type="checkbox"/> 2 (two) satisfactory performance certificates/contracts/ POs issued over the last Five (05) years from national/international/UN organizations [Must meet the requirements (Y/N)].</p> <p><input checked="" type="checkbox"/> Appropriateness of the Implementation Timetable to Project Schedule; Written Confirmation to Supply and Install and handover within 180 days effective from the date of signing of contract [Must Meet Requirement (Y/N)]</p> <p><i>(For JV/Consortium/Association, all Parties should cumulatively meet requirement).</i></p>	
Financial Evaluation	<p>Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.</p> <p>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)</p> <p>Comparison with budget/internal estimates.</p>	Form F: Price Schedule Form
Key Expertise	<p>Provision of required expertise.</p> <p><input checked="" type="checkbox"/> Project Manager/Team leader, Bachelor's in engineering with a minimum 7-year experience in the management of Solar Energy or electrical energy construction works.</p> <p><input checked="" type="checkbox"/> QA/QC expert, Bachelor's in electrical or renewable energy engineering with a minimum 5-year experience in the QA/QC, installations, operation, testing and commissioning of off-grid solar photovoltaics-diesel hybrid mini-grid systems.</p> <p><input checked="" type="checkbox"/> Project Site Engineer-Electro-mechanical, Bachelor's in electrical or mechanical engineering with a minimum 5-year experience in the installations of solar photovoltaics panels/arrays, solar hot water system and transmission and distribution line.</p> <p><input checked="" type="checkbox"/> Solar Photovoltaic Expert. High school graduate with the vocational training in electrical system or solar system with a minimum 5-year experience in the installations, operation, testing and commissioning of off-grid solar photovoltaics-diesel hybrid mini-grids with the battery back-up.</p> <p>The Contractor shall engage competent workers to achieve the workmanship stated in the tender documents.</p>	

Local representative	Confirmation that the Bidder has a local representative in Afghanistan that will be available as a point of communication and provide necessary support during the warranty and after sales period to ensure the functionality of the work under the ITB.	
-----------------------------	---	--

Section 5a: Schedule of Requirements – Technical Specifications are attached separately as Annex 1

A. Solar Water Heater Assembly

i. Collector Type

The offeror is required to provide either the Evacuated Tube-Direct Heating Type or the Flat Plate Type Collector Solar Water Heater with the capacity stipulated in the Bill of Quantities. Unless otherwise specified, the Solar Water Heater to be considered by the offeror in its offer should have an achievable water temperature of 80 – 150 C. The collector assembly should conform to the concerned standards as specified under the heading of Applicable Standards.

ii. Storage

Unless otherwise specified, the size of the Solar Water Heater to be considered by the offeror in its offer is 300L. The storage can either be separate from or incorporated into the main assembly of the collector. These details should be clearly mentioned in the product documentation. The storage assembly should conform to the concerned standards as specified under the heading of Applicable Standards.

iii. Transport System

Unless otherwise specified, the offeror is required to provide all the necessary equipment comprising the transport (water supply) system for the facility. These may include, but are not limited to, Piping, Fittings, Valves, Thermostats and Toolkits for O&M purposes. All system components should conform to the concerned standards as specified under the heading of Applicable Standards.

iv. System Safety

Unless otherwise specified, the offeror is required to provide ample evidence, in the form of compliance certificates and/or test results, to ascertain the System Safety. The main constituents under this heading are;

- Freeze and Stagnation Protection
- Rust Protection
- Over Temperature Protection
- Pressure resistance
- Reverse Flow Protection
- Safety Valves
- Safety Line and Expansion Lines
- Blow-off Lines
- Lightning Protection
- Water Contamination resistance

The above-mentioned system safety aspects should not be deemed to be suffice for overall acceptance of the product offered. The offeror is required to conduct and/or present compliance certificates and test results for all factors outlined in the concerned standards identified in this document.

B. Solar Pumping System Assembly

i. Solar PV Panel

The Crystalline Silicon PV modules in the solar panel must fulfil the minimum standards and technical specifications as compiled in the Technical Data Sheet. The respective Data Sheet shall be completed by the Bidder and attached to the Bid. The bidder shall submit appropriate IEC/equivalent BIS certificate.

Each Solar module shall have a Peak Power rating of not less than 250Wp. The solar PV module should conform to the relevant standards listed under the "*Applicable Standards and Certifications*" section of these specifications. Moreover, as a general note the solar PV modules should be rugged and have the ability of withstanding extra loads of snow and wind.

ii. Mounting Assembly

The mounting assembly used to house the Solar PV module assembly should have the following characteristics;

- Able to withstand high winds
- Corrosion Resistant
- Waterproof Junction Boxes
- Legs that could fix into the ground / roof

It should be noted that these characteristics would be completely at the discretion of the Employer's Representatives' approval during site works.

iii. Controller and Protection System

The Solar Pumping System should have the controller and all the necessary accompanying systems to ensure the following capabilities;

- Maximum Power Point Tracker (MPPT) to ensure high extraction efficiency from the Solar PV Modules
- A monitoring system to regularly monitor the water level in both the water storage tank and the well and turn On/Off the pump accordingly

A properly sized protection system at the outgoing of the system should be provided to ensure system safety during faults. Further to this, all junction boxes and other housing assemblies should have a protection rating of at least IP 54.

iv. Motor/Pump Assembly

Unless otherwise specified, the DC (or AC) Motor/Pump assembly should adhere to the following minimum specifications;

- Type: Submersible / Centrifugal (Preferred); or Surface
- Rugged Construction
- Ability to work with a wide range of voltages
- Ability to work for long periods of time, unattended
- Motor/Pump Assembly Efficiency of greater than or equal to 60% at rated head and flow, unless, the specific product for the rated head and flow is not available
- Conformance to relevant standards, as specified under "*Applicable Standards and Certifications*" section of these specifications
- Shall have power curves clearly showing power consumption at different heads and flow.

- It is preferred that the pump power does not exceed 300 Wp. If this is not the case, the offeror is required to propose the number of required Wp and change the quantity of the required Solar PV Panels (100Wp) in the BoQ accordingly.

v. Inverter

In case, the offeror proposes an AC Pump Assembly, the offeror is required to include an inverter in its offer as well. The inverter should conform to the relevant standards, as specified under “*Applicable Standards and Certifications*” section of these specifications. The minimum inverter efficiency, as stated in product documentation should be 90%.

C. Applicable Standards and Certifications

Unless otherwise specified, the offered product and its components are required to conform to the following list of applicable standards and certifications. It is worth mentioning that any standard and/or certifications complementing any other standard and/or certifications should be mentioned by the offeror.

Srl.	Standard	Description
1	EN 12975-1:2006	Thermal Solar Systems and Components – Solar Collectors – Part1: General Requirements
2	EN 12975-2:2006	Thermal Solar Systems and Components – Solar Collectors – Part2: Test Methods
3	ISO 9806: 2013	Test methods for Solar Collectors
4	ISO 9459-2:1995	Solar heating – Domestic water heating systems – Part2: Outdoor test methods for system performance characterization and yearly performance prediction of solar-only systems
5	ISO 9459-4: 2013	Solar heating – Domestic water heating systems – Part 4: System performance characterization by means of component tests and computer simulation
6	ISO 9459-5:2007	Solar heating – Domestic water heating systems – Part5: System Performance characterization by means of whole system test and computer simulation
7	ICC-SRCC-OG-100	Minimum Standards for Solar Thermal Collectors
8	ICC-SRCC-OG-300	Minimum Standards for Solar Water Heating Systems
9	IEC 61215	Terrestrial photovoltaic (PV) modules
10	IEC 61730	Photovoltaic (PV) module safety qualification
11	IEC 62109-1:2010	Safety of power converters for use in photovoltaic power systems - Part 1: General requirements
12	IEC 62109-2:2011	Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters

Offers for products, including its components, which do not conform to the applicable standards and certifications would not be entertained.

D. Labelling

Unless otherwise specified, all the products proposed should have labelling which consist of at least the following product information. This information is of utmost importance during the execution stage of the project.

#	Item	Labelling
1	Solar Water Heater Assembly	<ul style="list-style-type: none"> – Name of manufacturer – Designation of System Type – Serial Number – Year of Production – Absorber and Aperture area in m² – Nominal Storage in litres – Rated Pressure of the drinking water pipe in kPa – Heat Transfer Medium – Rated Pressure of Heat Transfer Medium
2	Solar Module Assembly incl. Controller and Protection Assembly	<ul style="list-style-type: none"> – Name of manufacturer – Type – Serial Number – Year of Production – Maximum Power, W_{peak} – Maximum Current, I_{max} – Maximum Voltage, V_{max} – Short Circuit Current, I_{sc} – Open Circuit Voltage, V_{oc} – Module operating temperature
3	Pump/Motor Assembly	<ul style="list-style-type: none"> – Name of manufacturer – Type – Serial Number – Year of Production – Maximum head, m or ft – Maximum flow, m³/h or gpm or lpm etc – Maximum Efficiency – Starting Current – Normal Operating Conditions (Voltage, Pressure, Temperature)

E. Balance of System

The offeror is required to include all other equipment rendering the system in its offer, including the cold-water tank. If the existing cold-water tank is not fit for the purpose, offeror shall modify or replace it with a new tank.

F. Installation, Commissioning and Warranty

The offeror is required to provide installation services and provide a system rendered as Fit-for-Purpose. The new hot water system shall be connected to the existing hot and cold plumbing system. In case of absences in the existing piping system to the maternity room and adjacent service rooms within the building, the offeror shall install the plumbing and fittings to those rooms for the supply of hot and cold water. During installations, offeror shall do necessary modifications to the roof of the clinics without compromising the insulation of hot water pipes. The offeror shall repair at its own cost any damage caused to the building during installations. The installation would be deemed as fit for purpose after successful commissioning in the presence of Project Engineer on site.

Unless otherwise specified, each collector, solar PV panel and dc motor/pump assembly should be accompanied with a manufacturer warranty of a minimum of 10, 25 and 2 years, respectively, and the system should be

accompanied with 1-year local workmanship warranty. The offeror is expected to bear all costs in case any product requires attention/repair during the workmanship warranty period.

Warranty details:

1. Solar Collector – 10 years performance warranty; The efficiency of solar collector within 10 years shall not decrease less than 5% from the Manufacturer claim of the new product efficiency
2. Solar PV Panel – 25 years Performance Warranty; The efficiency of solar PV within 25 years shall not decrease less than 5% from the Manufacturer claim of the new product efficiency
3. DC Motor/Pump Assembly - The offered product shall have at least 2 years of manufacturer warranty.

G. After Sales Services

Unless otherwise specified, the offeror is required to provide a minimum of 1 year after sales services which include the O&M and repair services.

a. Scope of work

The United Nations Development Program (UNDP), Afghanistan has made funds available for engaging a capable and qualified company to carry out supply, installations, configuration, testing, commission and one-year warranty of Solar Photovoltaic Electrical Systems and Hot Water Systems (SHWS) to the qualities and quantities stipulated in the 'Technical Specifications' sheet (Annex 1) to selected health facilities in Afghanistan. The detail scope of work includes:

- a. **Verification of sites parameters:** UNDP has prepared the bid document in accordance with the data collected during the filed visits and surveys of the health facilities. The offerors are encouraged to visit the sites and familiarize themselves with the site conditions before supplying the solar electrical and hot water system equipment. Please refer to site assessment data available under Annex 2.
- b. **Supply requirements:** In accordance with the provided technical specifications, offerors shall supply components of the solar electrical and hot water systems. All components of the system must be made available to UNDP for inspection and quality assurance in Kabul before their transportation to the locations for installations. Any units that fail the quality inspection against the technical specifications must be replaced.
- c. **Transportation, Installations and Calibrations:** The offeror shall transport the electrical and hot water system components to the locations stipulated in this bid document. The offeror must repair or replace any damage to components occurred during the transportation. The offeror shall install, assemble and calibrate the components and ensure their functionality and specified output quantities.
- d. **Users' trainings:** The offeror shall provide trainings about the use of the solar electrical and hot water system to the users. At the end of training, users must be able to understand at least the following activities about the usage of system.
 - Function of each components
 - Users safety
 - Minimum required parameters for the operation of the system
 - Preventive maintenance of the components
 - Troubleshooting problems

Location of the Health facilities

#	Existing Power Source			Type of Health Facilities	Name of Health facility	District	Province
	Solar	Generator	Grid, (unstable)				
1		√		Basic Health Clinic	Cha Rig Clinic	Ghoryaan	Herat
2		√		Basic Health Clinic	Posht-e-Koh Clinic	Guzarah (Nizam Shaheed)	Herat
3			√	Basic Health Clinic	Seyah Woshan Clinic	Guzarah (Nizam Shaheed)	Herat
4			√	Basic Health Clinic	Toqchi Clinic	Guzarah (Nizam Shaheed)	Herat
5		√		Basic Health Clinic	Jandah Khan Clinic	Karokh	Herat
6		√		Basic Health Clinic	Khowaja Chahar Shanbah Clinic	Karokh	Herat
7		√		Basic Health Clinic	Awkal Clinic	Shindand	Herat
8		√		Basic Health Clinic	Karnil Clinic	Zindah Jan	Herat
9		√		Sub-Health clinic	Kariz Zaman SHC	Keshk-e-Kohna	Herat
10		√		Comprehensive Health Clinic	Koklan Clinic	Keshk-e-Kohna	Herat
11		√		Comprehensive Health Clinic +	Oba Clinic	Obeh	Herat
12		√		Basic Health Clinic	Mara Aabad Clinic	Pashtoon Zarghoon	Herat

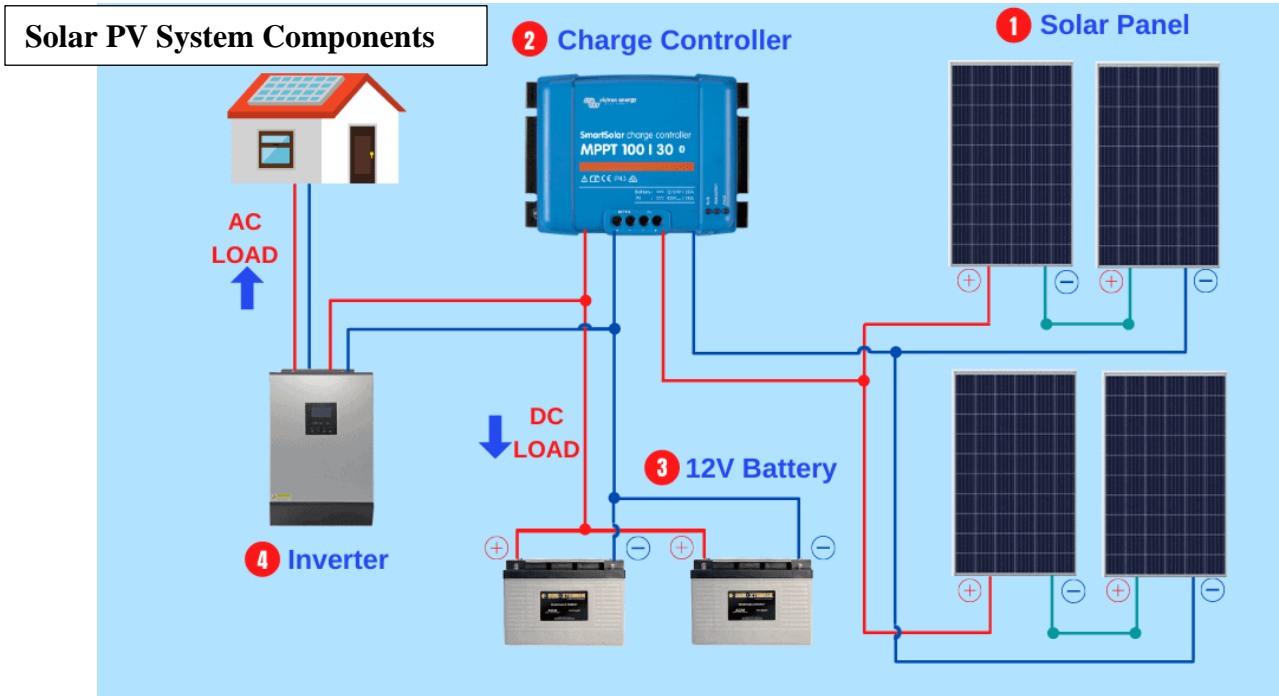
Typical Photos of the System



Pic 1: Solar water heater and solar PV panels installed on the roof of a health facility in Herat (Source: UNDP)



Pic 2: Installation in progress of a Solar Pump (Submersal) in a of a health facility in Herat (Source:



Pic 3: Typical Drawings of the Solar PV System Components (Source: Liter Of Light)

Note: The pictures are indicative only. Offeror needs to supply and install the equipment as specified in the Technical Specification and the BOQ. No design work or additional drawings are required from the bidders. Dimensions of the solar panel, hot water collector etc. will be as the product offered by the bidder. UNDP beneficiaries will avail the spaces required for installation of the equipment.

b. Evaluation Criteria and Methodology

Bids will be evaluated in accordance with the technical compliance (Pass/Fail) and lowest financial criteria. Bidder with the lowest bid price that passes the technical evaluation criteria will be selected.

c. Payment schedule

Payment will be made in tranches based on completion of below milestones for each health facilities:

1. Upon UNDP's acceptance of goods delivered at Kabul and receipt of invoice for the quantity supplied
2. Upon completion of installation and training at the health facility, UNDP's acceptance of services delivered, and receipt of invoice for the services rendered

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:

Delivery Term [INCOTERMS 2020] (Pls. link this to price schedule)	DAP to specified locations in the BOQ
Exact Address of Delivery/Installation Location	As specified in the Technical Specifications sheet (Annex 1)
Mode of Transport Preferred	Air/Land
Distribution of shipping documents (if using freight forwarder)	<p><i>The following documents will be required:</i></p> <ol style="list-style-type: none"> 3. Packing list 4. Invoice (Original) 5. Airway Bill (AWB) 6. Any other supporting document <p><i>In case needed, above document should be provided in original.</i></p>
Customs, if required, clearing shall be done by:	<p>UNDP</p> <p>UNDP will provide exemption letter for customs clearance.</p>
Ex-factory / Pre-shipment inspection	Not applicable
Inspection upon delivery	All components of the system must be made available to UNDP for inspection and quality assurance in Kabul before their transportation to the locations for installations.
Installation Requirements	Please refer to Section 5a.
Testing Requirements	Please refer to Section 5a.
Scope of Training on Operation and Maintenance	Please refer to Section 5a.
Commissioning	Please refer to Section 5a.
Warranty Period	Please refer to Section 5a.
Local Service Support	Please refer to Section 5a.
Technical Support Requirements	Please refer to Section 5a.
After-sale services Requirements	<p><input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 12 months</p> <p><input checked="" type="checkbox"/> Technical Support</p> <p><input checked="" type="checkbox"/> Provision of service when repair under warranty is required</p> <p><input checked="" type="checkbox"/> Others – Please refer to Section 5a</p>
Payment Terms (max. advanced payment is 20% as per UNDP policy)	Within 30 days upon UNDP's acceptance of the goods delivered and installed at each health facility as specified and receipt of invoice for the quantity supplied

Conditions for Release of Payment	<input checked="" type="checkbox"/> Inspection upon arrival at destination <input checked="" type="checkbox"/> Installation <input checked="" type="checkbox"/> Testing <input checked="" type="checkbox"/> Training on Operation and Maintenance <input type="checkbox"/> Others <i>[pls. specify]</i> <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements
All documentations, including catalogues, instructions and operating manuals, shall be in this language	<p>Local language (Dari and Pashton)</p> <p>The documentations shall be approved by UNDP prior to printing.</p>

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

Price Schedule:

▪ Form F: Price Schedule Form	<input type="checkbox"/>
-------------------------------	--------------------------

Form A: Bid Submission Form

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

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

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

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

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

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> 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) <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
Does your Company have a written Statement of its Environmental Policy? <i>(If yes, provide a Copy)</i>	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may	Name and Title: [Complete]

contact for requests for clarifications during Bid evaluation	Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (5) pages, including printed brochures and product catalogues relevant to the construction works being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ▪ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the construction works it manufactures if available ▪ 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 ▪ Health and Safety Plan shall be provided by the selected bidder. In order to ensure adherence of all works carried out to minimum health and safety standards, such as SA Occupational Health and Safety Act 85 of 1993 and/or similar, ILO guidelines on safety & health in a construction site, etc. <p>The said Health and Safety Plan shall be based on the manual, "Safety, health and welfare on construction sites/A Training Manual - International Labour Office Geneva (1999 version)". It can be found in Annex VI of the ITB. This Safety manual shall be an integral part of the tender and Contract documents (refer to Section 5).</p> <ul style="list-style-type: none"> ▪ <u>Note:</u> The Contractor is obligated to fully comply the applicable Safety measures contained in the approved Safety plan since mobilization stage onwards.

Form C: Joint Venture/Consortium/Association Information Form

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

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

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

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form D: Eligibility and Qualification Form

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

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> 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 History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

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

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of

the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

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

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

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

Financial Standing

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

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
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:

- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- 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 (max. 5 pages)

- 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 (max. 10 pages)

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 <i>(confirm that you comply or indicate your delivery date)</i>	Quality Certificate/Export Licenses, etc. <i>(indicate all that apply and attach)</i>	Comments
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>			
<input checked="" type="checkbox"/> Qualifications of Key Personnel are in line with tender requirements (Y/N).					
<input checked="" type="checkbox"/> Minimum 05 years of relevant experience					
<input checked="" type="checkbox"/> Minimum 2 contracts of similar nature and complexity; one contract with the Contract Value (at least 500,000. USD) during the past 5 years					
<input checked="" type="checkbox"/> 2 (two) satisfactory performance certificates/contracts/ POs issued over the last Five (05) years from national/international organizations [Must meet the requirements (Y/N)].					
<input checked="" type="checkbox"/> Appropriateness of the Implementation Timetable to Project Schedule; Written Confirmation to Supply and Install and handover within 180 days effective from the date of signing of contract [Must Meet Requirement (Y/N)]					
<input checked="" type="checkbox"/> Full compliance of offered goods to the					

technical specification and required quality standards [Must meet the requirements (Y/N)]					
Availability of local representative in Afghanistan as a point of communication and provide necessary support during the warranty and after sales period to ensure the functionality of the work under the ITB. [Must meet the requirements (Y/N)]					

Other Related services and requirements <i>(based on the information provided in Section 5b)</i>	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>	
Delivery Terms			
Warranty			
After Sales Support			

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	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i> ■ Name of institution: [Insert] ■ Date of certification: [Insert]
Employment Record/ Experience	<i>[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.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM F: Price Schedule Form

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

ATTACHED SEPARATELY AS ANNEX 1

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: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

[insert: address and email address]

FORM H: Form of Performance Security

INSERT LETTERHEAD OF THE BANK

[date]

To: Beneficiary
United Nations Development Programme (UNDP)
[insert address]

Contractor
[insert information on contractor]

Reference: Guarantee No. **[insert number]**

Dear Sirs,

WHEREAS, the United Nations Development Programme (the "Beneficiary") and **[Name of Contractor]** (the "Contractor") have entered into Contract No. **[contract number]** for **[insert description of contract]**, which entered into force on **[date]** (the "Contract");

WHEREAS, the Contract requires that the Contractor furnishes a bank guarantee for a sum specified in the Contract as security for the Contractor's satisfactory compliance with its obligations under the Contract;

WHEREAS, we **[Name of the Bank]** (the "Guarantor"), have agreed to give the Contractor such Guarantee;

NOW THEREFORE, we, the Guarantor, hereby undertake to pay to the Beneficiary, upon the Beneficiary's first written demand and without cavil or arguments any sum or sums not exceeding in the aggregate **[currency][amount in words and figures]** or such lesser sum of money as the Beneficiary may by such written demand require to be paid, accompanied by the Beneficiary's written statement that the Contractor is in breach of its obligations under the Contract, without the need to specify, prove or show grounds or reasons for such demand. Such statement shall be conclusive evidence of the Beneficiary's entitlement to payment in the amount demanded, up to the amount of this Guarantee.

The maximum guaranteed amount under this Guarantee is **[currency] [amount in words and figures]**.

We, the Guarantor, further agree that no change or addition to or other modification of the terms of the Contract or of the works, goods and services acquired thereunder, which may be made between the Beneficiary and the Contractor, shall in any way release us, the Guarantor, from any liability under this Guarantee, and we hereby waive the notice of any such change, addition or modification.

This Guarantee shall be valid until thirty (30) days after the date of issuance by the Beneficiary of a certificate of satisfactory performance and full completion by the Contractor of its obligations under the Contract.

Subject to the paragraph below, this Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758. The supporting statement under Article 15(a) thereof is excluded.

Nothing herein or related hereto shall be deemed a waiver express or implied of the privileges and immunities of the United Nations, including its subsidiary organs nor shall it be interpreted or applied in a manner inconsistent with such privileges and immunities.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date:

Name of Bank:

Address:

ANNEX 4 - SAFETY, HEALTH AND WELFARE ON CONSTRUCTION SITES – MANUAL

Bidders are to refer to the "Safety Manual" which can be accessed from at:

http://www.ilo.org/safework/info/instr/WCMS_110237/lang--en/index.htm

The Bidder is **NOT** required to submit a copy of the **Safety Manual** along with his/her bid.

Only Successful bidder shall print and provide UNDP with a hardcopy of the **Safety Manual** duly acknowledged (signed/stamped) upon Contract signature.