

## **INVITATION TO BID**

SUPPLY, INSTALLATION AND COMMISSIONING OF RACKING SYSTEM AND BINING EQUIPMENT TO BEIRA MEDICAL WAREHOUSE (Sofala, Mozambique)

ITB No.: ITB/MOZ10/2022/007

Project: Health Shtengentheening System (HSS), 00135528

Country: Republic of Mozambique

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## Contents

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

44.	Payment Provisions	16
45.	Payment Provisions  Vendor Protest	16
46.	Other Provisions	16
Section	3. Bid Data Sheet	17
Section	4. Evaluation Criteria	21
Section	5a: Schedule of Requirements and Technical Specifications/Bill of Quantities	24
Section	5b: Other Related Requirements	. 24
	6: Returnable Bidding Forms / Checklist	
Form	A: Bid Submission Form	25
Form	B: Bidder Information Form	26
Form	C: Joint Venture/Consortium/Association Information Form	28
Form	D: Eligibility and Qualification Form	29
Form	E: Format of Technical BidError! Bookmark not defi	ned.
	F: Price Schedule Form	
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
- Form B: Bidder Information Form
- o Form C: Joint Venture/Consortium/Association Information Form
- o Form D: Qualification Form
- Form E: Format of Technical Bid
- o Form F: Price Schedule

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

Please acknowledge receipt of this ITB by sending an email to <a href="mailto:procurement.mozambique@undp.org">procurement.mozambique@undp.org</a>, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Issued by

- ACO

654647435072446.

DocuSigned by:

Name: Mauro Salia

Title: Procurement Associate

Date: June 2, 2021

Approved by:

Name: Martin Boben

Title: Head of Procurement

DocuSianed by:

5691B13E69A2458

Date: June 2, 2021

## Section 2. Instruction to Bidders

GENERAL PROVISIONS		
1. Introduction	Bidders shall adhere to all the requirements of this ITB, including a amendments made in writing by UNDP. This ITB is conducted in accordance we the UNDP Programme and Operations Policies and Procedures (POPP) Contracts and Procurement which can be accessed <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a>	vith on at
	Any Bid submitted will be regarded as an offer by the Bidder and does constitute or imply the acceptance of the Bid by UNDP. UNDP is under obligation to award a contract to any Bidder as a result of this ITB.	
	UNDP reserves the right to cancel the procurement process at any stage with any liability of any kind for UNDP, upon notice to the bidders or publication cancellation notice on UNDP website.	
	As part of the bid, it is desired that the Bidder registers at the United National Global Marketplace (UNGM) website ( <a href="www.ungm.org">www.ungm.org</a> ). The Bidder may submit a bid even if not registered with the UNGM. However, if the Bidde selected for contract award, the Bidder must register on the UNGM prior contract signature.	still r is
2. Fraud & Corruption, Gifts and Hospitality	UNDP strictly enforces a policy of zero tolerance on proscribed practice including fraud, corruption, collusion, unethical or unprofessional practices, a obstruction of UNDP vendors and requires all bidders/vendors observe highest standard of ethics during the procurement process and contrimplementation. UNDP's Anti-Fraud Policy can be found <a href="http://www.undp.org/content/undp/en/home/operations/accountability/aucoffice of audit andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/aucoffice of audit andinvestigation.html#anti</a>	and the act at
	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP st members including recreational trips to sporting or cultural events, theme pa or offers of holidays, transportation, or invitations to extravagant lunches dinners.	irks
	In pursuance of this policy, UNDP:	
	(a) Shall reject a bid if it determines that the selected bidder has engaged in a corrupt or fraudulent practices in competing for the contract in questi (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, be awarded a contract if at any time it determines that the vendor has engagin any corrupt or fraudulent practices in competing for, or in executing a UN contract.	on; , to ged
	All Bidders must adhere to the UN Supplier Code of Conduct, which may found at <a href="https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct">https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</a>	
3. Eligibility	A vendor should not be suspended, debarred, or otherwise identified ineligible by any UN Organization or the World Bank Group or any ot international Organization. Vendors are therefore required to disclose to UN whether they are subject to any sanction or temporary suspension imposed	her IDP

these organizations. 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP. 4. Conflict of 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 Interests a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they: a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists. 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following: If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure. 4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual

#### **B.** PREPARATION OF BIDS

rejection of the Bid.

# 5. General Considerations

- 5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
- 5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.

6. Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.	
7. Language	7.1	The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.	
8. Documents Comprising the Bid	8.1	The Bid shall comprise of the following documents and related forms which details are provided in the BDS:  a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.	
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.	
10. Technical Bid Format and	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.	
Content	10.2	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.	
	10.3	When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.	
	10.4	When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.	
11. Price Schedule	11.1	The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.	
	11.2	Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.	
12 Pid Cogurity		A Rid Cocurity if required by PDC shall be provided in the amount and form	
12. Bid Security	12.1	A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.	

by the ITB but is not found in the Bid, the offer shall be rejected. 12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid. 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS. 12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions: a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: to sign the Contract after UNDP has issued an award; or to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder. 13. Currencies 13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids: a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above. 14. Joint Venture. 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 Consortium or Bid that: (i) they have designated one party to act as a lead entity, duly vested **Association** with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture. 14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP. 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid. 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or

Association shall be subject to the eligibility and qualification assessment by

UNDP. 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between: Those that were undertaken together by the JV, Consortium or Association; Those that were undertaken by the individual entities of the JV, Consortium or Association. 14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials 14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm. 15.1 The Bidder (including the individual members of any Joint Venture) shall submit 15. Only One Bid only one Bid, either in its own name or as part of a Joint Venture. 15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid. 16. Bid Validity 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 **Period** by UNDP and rendered non-responsive. 16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price. 17. Extension of Bid 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 **Validity Period** request and the responses shall be made in writing, and shall be considered integral to the Bid. 17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.

	The Bidder has the right to refuse to extend the validity of the Bid shall not be further evaluated.	its Bid, in which case,
18. Clarification of Bid (from the Bidders)	Bidders may request clarifications on any of the ITB document date indicated in the BDS. Any request for clarification must the manner indicated in the BDS. If inquiries are sent channel, even if they are sent to a UNDP staff member, obligation to respond or confirm that the query was official	ot be sent in writing in other than specified UNDP shall have no
	UNDP will provide the responses to clarifications through in the BDS.	the method specified
	UNDP shall endeavour to provide responses to clarificati manner, but any delay in such response shall not cause an of UNDP to extend the submission date of the Bids, unlessuch an extension is justified and necessary.	obligation on the part
19. Amendment of Bids	At any time prior to the deadline of Bid submission, UND such as in response to a clarification requested by a Bidder form of an amendment to the ITB. Amendments will be prospective bidders.	modify the ITB in the
	If the amendment is substantial, UNDP may extend the De of Bid to give the Bidders reasonable time to incorporate their Bids.	
20. Alternative Bids	Unless otherwise specified in the BDS, alternative Bids shall submission of alternative Bid is allowed by BDS, a Bid alternative Bid, but only if it also submits a Bid con requirements. Where the conditions for its acceptance are clearly established, UNDP reserves the right to award a alternative Bid.	dder may submit an aforming to the ITB met, or justifications
	If multiple/alternative bids are being submitted, they must "Main Bid" and "Alternative Bid"	be clearly marked as
21. Pre-Bid Conference	When appropriate, a pre-bid conference will be conducted location specified in the BDS. All Bidders are encourage attendance, however, shall not result in disqualification of Minutes of the Bidder's conference will be disseminated website and shared by email or on the e-Tendering platfor BDS. No verbal statement made during the conference s and conditions of the ITB, unless specifically incorporated Bidder's Conference or issued/posted as an amendment to	ged to attend. Non- an interested Bidder. on the procurement rm as specified in the nall modify the terms in the Minutes of the

#### c. SUBMISSION AND OPENING OF BIDS 22. Submission 22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS. 22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid. 22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions. Hard copy 22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified (manual) in the BDS shall be governed as follows: submission a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall: Bear the name of the Bidder: i. Be addressed to UNDP as specified in the BDS; and ii. iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid. **Email** and 22.5 Electronic submission through email or eTendering, if allowed as specified in the **eTendering** BDS, shall be governed as follows: submissions Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS. 22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/busine ss/procurement-notices/resources/ 23. Deadline for 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 **Submission of** and time that the bid was received by UNDP **Bids and Late Bids** 23.2 UNDP shall not consider any Bid that is received after the deadline for the

	submission of Bids.
24. Withdrawal, Substitution, and	4.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification of Bids	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"
	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.
	4.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.  The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.
	5.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION	OF BIDS
26. Confidentiality	6.1 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.
	Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Bids	<ul> <li>UNDP will conduct the evaluation solely on the basis of the Bids received.</li> <li>Evaluation of Bids shall be undertaken in the following steps: <ul> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> </ul> </li> </ul>

	<ul> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> <li>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</li> </ul>	
28. Preliminary Examination	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.	
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).	
	<ul> <li>In general terms, vendors that meet the following criteria may be considered qualified:</li> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>	
30. Evaluation of Technical Bid and prices	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.	
31. Due diligence	<ul> <li>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</li> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous</li> </ul>	

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

		be rejected.	
E. AWARD OF CONTRACT			
Reject, Any or All bids as non-responsive, and to reject all Bids at any time prior to aw contract, without incurring any liability, or obligation to inform the arms.		UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.	
36. Award Criteria	36.1	Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.	
37. Debriefing	37.1	In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.	
38. Right to Vary Requirements at the Time of Award	38.1	At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.	
39. Contract Signature	39.1	Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.	
40. Contract Type and General Terms and Conditions	40.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>	
41. Performance Security	41.1	A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at	

		available at <a doc.asp?symbol='ST/SGB/2006/15&amp;referer"' en="" ga="" href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default&lt;/a&gt;&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;43. Liquidated Damages&lt;/th&gt;&lt;th&gt;43.1&lt;/th&gt;&lt;th colspan=2&gt;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.&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;44. Payment Provisions&lt;/th&gt;&lt;th&gt;44.1&lt;/th&gt;&lt;th&gt;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.&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;45. Vendor Protest&lt;/th&gt;&lt;th&gt;45.1&lt;/th&gt;&lt;th&gt;UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:  http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;46. Other Provisions&lt;/th&gt;&lt;th&gt;46.1&lt;br&gt;46.2&lt;br&gt;46.3&lt;/th&gt;&lt;th&gt;In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.  UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.  The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15  &lt;a href=" http:="" search="" view="" www.un.org="">http://www.un.org/en/ga/search/view doc.asp?symbol=ST/SGB/2006/15&amp;referer</a>
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## 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.

DDERS  for all (100%) items and in the ed will be considered incomplete and ed. te the bids on a mutually exclusive
Bid conference and a e-tendering
CONFERENCE AND E-TENDERING TO POTENTIAL BIDDERS  conducted through UNDP eTendering liers in submitting their bids through e-bique will conduct a one-hour training e Country Office will introduce the e-brovide guidance to interested bidders in the 9th June 2022.  87424669251?pwd=MmtwWEU1cU9
51
RE STRONGLY ENCOURAGED TO
ce to either conferences please e-mail:

			Focal Point: Procurement Unit
			E-mail: <u>procurement.mozambique@undp.org</u>
			PART B – SITE VISIT AND INSPECTION
			Although not mandatory, UNDP Mozambique draws the attention of bidders to the following:
			<ul> <li>Site visit and inspection are opened to all interested prospective bidders.</li> <li>UNDP Mozambique will provide location of site and bidders are encouraged to visit to understand the ground conditions and placement of racking system and bining equipment racking system and bining equipment. Site visit and inspection to site is not mandatory.</li> <li>Bidders, at their own responsibility and risk, are encouraged to visit and examine the site condition and its surroundings to obtain all information that may be necessary for preparing their Bid.</li> <li>The costs of visiting site remains at the Bidder's own expense.</li> <li>All queries covering matters related to site survey and inspection, submission, evaluation and award, will be responded to during the pre-bid conference.</li> </ul>
5	16	Bid Validity Period	90 days
6	13	Bid Security	Required in the amount of USD 5,000.00
7	41	Advanced Payment upon signing of contract	Allowed up to a maximum of 20% of contract value to facilitate early mobilization and early start-up of the contract.
			If the advance payment is equivalent or above Thirty Thousand USD (30,000) USD, the proposer shall submit a Bank Guarantee in the full amount of the advance payment.
			The advance payment is based on the Contract Price excluding contingences and provisional sum and will be paid in the same currencies and proportions as the Contract Price.
8	42	Liquidated Damages	Will be imposed as follows:
			Percentage of contract price per day of delay: 0.5% for every day of delay up to a maximum number of <b>30</b> calendar days, after which UNDP may terminate the contract.

9	40	Performance Security	Not Required
10	12	Currency of Bid	Local currency MZN or United States Dollar USD
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Procurement Unit Mozambique CO Address: N/A E-mail address: procurement.mozambique@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posting on the website: https://procurement- notices.undp.org/index.cfm and directly in https://etendering.partneragencies.org
14	23	Deadline for Submission	17/06/2022 16:30 (Maputo Time)  For eTendering submission - as indicated in eTendering system, please ote that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Bids	⊠ e-Tendering
15	22	Bid Submission Address	https://etendering.partneragencies.org BU: MOZ10 Event ID: ITB072022
16	22	Electronic submission (email or eTendering) requirements	<ul> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Max. File Size per transmission: 50 MB</li> </ul>
17	25	Date, time and venue for the opening of bid	This is an e-Tendering submission, all bidders who have registered and submitted their bids for this tender will receive an automatic notification of a bid opening report.
18	27, 36	Evaluation Method for the Award of Contract	<ul> <li>Lowest priced technically responsive, eligible and qualified bid.</li> <li>UNDP Mozambique will undertake the technical evaluation against the technical specifications and delivery time</li> <li>UNDP Mozambique expects to award and conclude a maximum of one (1) contract.</li> <li>The evaluation is mutually exclusive.</li> </ul>

19		Expected date for commencement of Contract	July 1, 2022
20		Maximum expected duration of contract	120 Days
21	35	UNDP will award the contract to:	One Proposer Only Will be awarded to the lowest Priced bidder deemed Technically Responsive, following mandatory Eligibility, Qualification and Delivery assessment.
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	Minimum Qualifying Criteria (Clauses 9.1 & 9.2)  Valid registration certificate to undertake trade, install and provide after-sales services for the racking system and bining equipments being quoted, under the laws of the Republic of Mozambique.

### 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 (Mandatory)	Vendor is a legally registered entity.  Bidders are required to fill Form B. Additionally; bidders must also include the following documents:  - A company profile of at least 3 pages but not exceeding 8 pages.  - A valid Certificate of Business Registration  - A valid certificate of discharge from the Tax Administration  - Valid license/permit to operate in Mozambique.  - Valid declaration issued by the institution responsible for the national social security system.	Form B: Bidder Information Form
Eligibility (Mandatory)	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.  Bidders are required to fill Form A. <b>Additionally:</b> - Bidders must not be debarred from participating in procurement proceeding by any legal authority.	Form A: Bid Submission Form
Conflict of Interest (Mandatory)	No conflicts of interest in accordance with ITB clause 4.  Bidders are required to fill Form A.	Form A: Bid Submission Form
Bankruptcy (Mandatory)	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.  Bidders are required to fill Form A.	Form A: Bid Submission Form

Certificates and Licenses (Mandatory)	<ul> <li>Bidders are required to fill Form B, including:</li> <li>Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>Certificate of Business Registration</li> <li>Valid registration certificate to undertake trade, install and provide after-sales services for group racking system and bining equipments being quoted, under the laws of the Republic of Mozambique.</li> </ul>	Form B: Bidder Information Form
QUALIFICATION		
History of Non- Performing Contracts <sup>1</sup> (Mandatory)	Non-performance of a contract did not occur as a result of contractor default for the last 3 fiscal years (from January 2019 onwards).	Form D: Qualification Form
Litigation History (Mandatory)	No consistent history of court/arbitral award decisions against the Bidder for the last 3 fiscal years (from January 2019 onwards).	Form D: Qualification Form
Previous Experience (Mandatory)	Minimum 5 (five) years of relevant experience.  Bidders are required to include a list containing a brief description, date and value of similar supplies completed and ongoing (indicate current percentage of completion) over the past five (5) years.	Form D: Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 5 (five) years.  - Bidders are required to include a copy of three (3) Certificates of Practical Completion of their latest three (3) contracts over the past 5 (five) years.  (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Financial Standing (Mandatory)	Average annual turnover of at least USD 300,000.00 (USD) within the past three (3) years (2019 onwards).  (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting audited financial reports covering the past three (3) years 2019-2020-2021.	Form D: Qualification Form
	Bidders are required to include their companies audited accounts for the past three (3) years (mandatory)	
	Please do not submit audited financial statements beyond the required years.	
	(For JV/Consortium/Association, all Parties cumulatively should meet	

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

requirement).  Note: UNDP reserves the right to verify the bidder financial capacity and seek references from the concerned parties & banks on the bidder's financial standing.	
not financially capable and/ or has serious financial problems.	
The technical bids will be evaluated on a <b>pass/fail</b> basis for compliance against the following main criteria:  Main criterion 1: Technical Compliance  Main criterion 2: Delivery time	Form E: Technical Bid Form
Bidders need to comply with the requirements under each criterion as listed below to be considered technically responsive.	
<ul> <li>The bidders are required to submit bids in accordance with technical specifications provided, as well as:</li> <li>1) Catalogues of Racking system and bining equipments with technical specifications</li> <li>2) Warranty: 5 years warranty.</li> </ul>	
Delivery time is a core requirement, thus the following estimated deadlines are:  1. Materials on site – By 15 October 2022.	
Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.	Form F: Price Schedule Form
	Note: UNDP reserves the right to verify the bidder financial capacity and seek references from the concerned parties & banks on the bidder's financial standing.  UNDP reserves the right to reject any whom investigations reveal is not financially capable and/ or has serious financial problems.  The technical bids will be evaluated on a pass/fail basis for compliance against the following main criteria:  Main criterion 1: Technical Compliance Main criterion 2: Delivery time  Bidders need to comply with the requirements under each criterion as listed below to be considered technically responsive.  The bidders are required to submit bids in accordance with technical specifications provided, as well as:  1) Catalogues of Racking system and bining equipments with technical specifications  2) Warranty: 5 years warranty.  Delivery time is a core requirement, thus the following estimated deadlines are:  1. Materials on site – By 15 October 2022.

## Section 5a: Scope of Work

As per enclosed technical specifications as Annex 1 and Drawings as Annex 2.

## Section 5b: Other Related Requirements

N/A

## Section 6: Returnable Bidding Forms / Checklist

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

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

#### **Technical Bid:**

Have you duly completed all the Returnable Bidding Forms?	
<ul> <li>Form A: Bid Submission Form</li> </ul>	
<ul> <li>Form B: Bidder Information Form</li> </ul>	
<ul> <li>Form C: Joint Venture/Consortium/ Association Information Form</li> </ul>	
<ul><li>Form D: Qualification Form</li></ul>	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

#### **Price Schedule:**

Form F: Price Schedule Form				

#### Form A: Bid Submission Form

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

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

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

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

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN 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:	<u></u>
Title:	
Date:	
Signature:	

[Stamp with official stamp of the Bidder]

## Form B: Bidder Information Form

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

	Email: [Complete]				
Please attach the following documents:	<ul> <li>Company Profile, which should not exceed (8) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured</li> <li>Certificate of Incorporation/ Business Registration</li> <li>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</li> <li>Trade name registration papers, if applicable</li> <li>Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</li> <li>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 goods it manufactures</li> <li>Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.</li> <li>Export Licenses, if applicable</li> <li>Local Government permit to locate and operate in assignment location, if applicable</li> <li>Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> </ul>				

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

Name of Bidder:		[Insert Name of Bidder]			Date:	Select da	ite		
ITB reference: [Insert ITB Reference N			ce Number]						
To be	completed and i	returned with your Bi	d if the Bid is	submi	tted as a Joir	nt Ventu	re/Consort	ium/Association	٦.
No	Name of Partner and contact information (address telephone numbers, fax numbers, e-mail address)			ddress,	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed				
1	[Complete]				[Complete]				
2	[Complete]				[Complete]	]			
3	[Complete]				[Complete]				
(with a Associate even contract when we have legal so Letter we here	iation during the rent a Contract is act execution)  we attached a contracture of and the certain the reby confirm the	the JV, Consortium, ITB process and, in	oint and sev  OR  warded, all p	در التا الاتات الاتات	liability of the V/Consortium of the Joint V	ne memb m/Assoc 'enture/	pers of the liation agre Consortiur	said joint ventu	ıre:
	e of partner:				of partner:				
_				_	ure:				
Name	e of partner:			Name	of partner: _				
Signa	ture:			Signat	ure:				

### Form D: Eligibility and Qualification Form

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

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

### **History of Non- Performing Contracts**

□Non-performing contracts did not occur during the last 3 years						
☐ Contract	(s) not performed in	the last 3 years				
Year	Non- performed portion of contract	Contract Identification	<b>Total Contract Amount</b> (current value in US\$)			
		Name of Client: Address of Client: Reason(s) for non-performance:				

## **Litigation History** (including pending litigation)

□ No litiga	tion history for the la	ast 3 years	
☐ Litigation	n History as indicated	d below	
Year of	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
dispute	uispute (III 034)	Name of Client:	(current value in 03\$)
		Address of Client:	
		Matter in dispute:	
Party who initiated the dispute:			
		Status of dispute:	
		Party awarded if resolved:	

## **Previous Relevant Experience**

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

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

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

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

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

## **Financial Standing**

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

Financial information (in US\$ equivalent)	Historic information for the last 3 years			
	Year 1	Year 2	Year 3	
	Inj	formation from Balance She	eet	
Total Assets (TA)				
Total Liabilities (TL)				
Current Assets (CA)				
Current Liabilities (CL)				
	Information from Income Statement			
Total / Gross Revenue (TR)				
Profits Before Taxes (PBT)				
Net Profit				
Current Ratio				

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

### FORM F: Price Schedule Form

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

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

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

**Currency of the Bid:** [Insert Currency]

### **Price Schedule**

Item #	Description	иом	Quantity	Unit Price	Total Price
1.1	Main Warehouse				
	Adjustable Pallet Racking delivered and installed (pallets)	Pallets	5061		
	Plastic Upright Protectors	Uprights	338		
	Row End Barriers	Units	37		
	Row Signage	Units	34		
1.2	Picking System Main Warehouse				
	Long span shelving	Bays	163		
	Row Signage	Units	24		
	Pick Trolleys	Ea	5		
1.3	Surgical Materials Store				
	"Steel Binning Iron shelving?"	Units	41		
1.4	Psychotropic Store				
	Steel Binning Iron lockable storage cabinets	Units	31		
2	Transporation Price to DAP - Mozambique as indicated in the ITB ( please indicate tranporstation shall be from which city/location) -	LS	1		
3	Installation and commissiong?? Price	LS	1		
			FCA	A charges, if any	

	Bid Subtotal FCA ( <u>Incoterms 2020</u> ) (please state FCA International Airport):	
	Transportation/Delivery Cost	
Bid Total DDP / DA	T / DAP, off-loaded/cleared, Place, Country ( <u>Incoterms 2020</u> )	
	Installation	
	Training	
	Warranty	
	After Sales	
	VAT	
	GRAND TOTAL	
Name of Bidder:		
Authorised signature:		
Name of authorised signatory:	- <del></del>	
Functional Title:		

### FORM G: Form of Bid Security

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

To: UNDP

[Insert contact information as provided in Data Sheet]

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

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

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

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

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

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

#### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature:	 	 
T(a)		 
Date:	 	 
Name of Bank	 	
Address	 	 

[Stamp with official stamp of the Bank]

[insert: address and email address]