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RFQ Reference: UNDP-RFQ-2022-240 – Civil Works on One Camping Site “ Kasi Shaheed Bela Gabeen Jaba valley District Swat” under Eco Tourism and Camping Pods Project Phase-II

Date: 27 June 2022

SECTION 1: REQUEST FOR QUOTATION (RFQ)

UNDP kindly requests your quotation for **Completion of Civil Works on One Camping Site “ Kasi Shaheed Bela Gabeen Jaba valley District Swat” under Eco Tourism and Camping Pods Project Phase-II** as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Forms for Technical Offer:

- Form A Projects in Hand/in progress
- Form B Work Programme/Gantt Chart
- Form C: Key Personal Commitment Form
- Form D: Equipment Commitment Form

Annex 4: Forms for Financial Offer/Price Schedule Form

Annex5: Template for Bid Security

Annex 6: Template for Performance Security (Required once the bidder is selected)

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, through e-Tendering System <https://etendering.partneragencies.org> on or before **Wednesday 13th July 2022** (03:00 PM Pakistan Standard Time) as indicated in Section 2. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Any requests for clarification about the contents of RFQ shall be sent to the email address at pakistan.procurement.info@undp.org. Answers to questions/inquiries will be forwarded to all the prospective bidders.

Thank you and we look forward to receiving your quotations.

Issued by:

Signature: “For”

DocuSigned by:

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27-Jun-2022

Name: Knut Ostby

Title: Resident Representative, UNDP Pakistan

Date: 27-June-2022

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27-Jun-2022

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SECTION 2: RFQ INSTRUCTIONS AND DATA

Introduction	<p>Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by UNDP. This RFQ is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement</p> <p>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 RFQ.</p> <p>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>
Deadline for the Submission of Quotation	<p>13-July-2022 (03:00 PM Pakistan Standard Time)</p> <p>If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/.</p> <p>For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</p>
Method of Submission	<p>Quotations must be submitted as follows:</p> <p><input checked="" type="checkbox"/> E-tendering</p> <p><input type="checkbox"/> Dedicated Email Address</p> <p><input type="checkbox"/> Courier / Hand delivery</p> <p><input type="checkbox"/> Other Click or tap here to enter text.</p> <p>Bid submission address: Not Applicable as Bids Submitted through E-Tendering System</p> <ul style="list-style-type: none"> ▪ File Format: Click or tap here to enter text. ▪ 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: 50 MB ▪ Mandatory subject of email: Click or tap here to enter text. ▪ Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y.” ▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible. ▪ The bidder should receive an email acknowledging email receipt. <p>[For eTendering method, click the link https://etendering.partneragencies.org and insert Event ID information]</p> <ul style="list-style-type: none"> • Insert BU Code and Event ID number PAK-10 Event ID 0000012954 <p>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>
Cost of preparation of quotation	<p>UNDP shall not be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.</p>
Supplier Code of Conduct, Fraud, Corruption,	<p>All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p> <p>Moreover, 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 to observe the highest standard of ethics during the procurement process and contract implementation. UNDP’s Anti-Fraud Policy can be found at</p>

	http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti
Gifts and Hospitality	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, dinners or similar. In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
Conflict of Interest	<p>UNDP requires every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. Bidders shall 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.</p> <p>Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ.</p> <p>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 RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
General Conditions of Contract	<p>Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the General Conditions of Contract</p> <p>Select the applicable GTC:</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions for Contract.</p> <p><input type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000)</p> <p><input type="checkbox"/> General Terms and Conditions for Works</p> <p>Applicable Terms and Conditions and other provisions are available at UNDP/How-we-buy</p>
Special Conditions of Contract	<p><input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by [30 Days]</p> <p><input checked="" type="checkbox"/> Others [Special Conditions of PO/Contract will be attached Separately]</p>
Eligibility & Qualification	<p>A vendor who will be engaged by UNDP may not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by UNDP.</p> <p>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> <p>Bidders must have the legal capacity to enter a binding contract with UNDP and to deliver in the country, or through an authorized representative [Following are the minimum eligibility requirements].</p> <p>Following are the Minimum Eligibility Requirement under this RFQ which will be evaluated on YES/NO Basis. Bidder must submit below mentioned documents to determine their Eligibility in the RFQ.</p> <ul style="list-style-type: none"> ➤ Registered with PEC (Category C4 OR above) having valid certificate of registration with Pakistan Engineering Council (PEC) for 2022. ➤ Detail of similar nature Projects/contracts with aggregate value PKR 20 million (Max 3) completed or in progress in last 3 years. Bidders must provide copies of those 3 contracts as evidence.

	<ul style="list-style-type: none"> ➤ Minimum average annual turnover for the last three (03) years shall equal to no less than PKR 30 million for last 3 Years. Bidder must provide Audit Reports of Last three years i.e. 2019, 2020 and 2021. ➤ Quick Ratio (QR) should be not less than 1.0. If QR is less than 1, UNDP shall verify financial capacity of the bidder and has the right to seek references from concerned parties & banks on the bidder's financial standing. ➤ Submission of Bid Security PKR 300,000/- ➤ Bid Security – PKR 300,000 The original banking instrument should be sent to UNDP Office on the address as UNDP Registry, 2nd Floor, Serena Business Complex, Khayaban-e-Suharwardy, G-5, Islamabad. A scanned copy of the banking instrument must be uploaded in the e-Tendering System along with other requisite documents. ➤ Tax Registration (NTN & STRN)/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.
Currency of Quotation	Quotations shall be quoted in Pakistani Rupee - PKR
Joint Venture, Consortium or Association	<p>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, Consortium or Association.</p> <p>Refer to Clauses 19 – 24 under Solicitation policy for details on the applicable provisions on Joint Ventures, Consortium or Association.</p>
Only one Bid	<p>The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association.</p> <p>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 b) they have the same legal representative for purposes of this RFQ; or c) 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 RFQ process; d) 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 e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
Duties and taxes	<p>Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ of the General Assembly of the United Nations, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:</p> <p>All prices must:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Offer be inclusive of VAT and other applicable indirect taxes. UNDP will not provide any import duty/tax exemption to the bidder. <input type="checkbox"/> be exclusive of VAT and other applicable indirect taxes <p>[according to project and applicable country agreement]</p>

Language of quotation	English Including documentation including catalogues, instructions and operating manuals.
Documents to be submitted	<p>Bidders shall include the following documents in their quotation:</p> <p><input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed</p> <p><input checked="" type="checkbox"/> Annex 3: Technical Offer Forms duly completed and signed and in accordance with technical criteria</p> <p><input checked="" type="checkbox"/> Annex 4: Financial Offer/Price Schedule Form along with signed BOQs duly completed and signed and in accordance with Schedule of Requirement Annex-1</p> <p><input checked="" type="checkbox"/> All other documents requested in Minimum Eligibility & Qualification Requirement</p>
Quotation validity period	<p>Quotations shall remain valid for 90 Days days from the deadline for the Submission of Quotation.</p> <p>Please note that this will be fixed price contract, price escalation is not applicable under this RFQ.</p>
BID Security	<p>Required - PKR 300,000</p> <p>The Original Bid Security should be sent to UNDP Office through courier at the following address on or before 13th July 2022 at 03:00 pm Pakistan Time and a scanned copy should be submitted through the e-Tendering system.</p> <p style="text-align: center;"> UNDP-RFQ-2022-240 UNDP Registry, Quotation/Bids/Proposals United Nations Development Programme Serena Business Complex, 2nd Floor, Khayaban-e-Suharwardy, Islamabad, Pakistan Tel: 051-8355600 Fax: 051-2600254-5 </p> <p style="text-align: center;">Acceptable forms of Bid Security:</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Form of Bid Security (Annex-5 for template) OR</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Pay Order/ CDR In the name of UNDP Representative (Rupee) Account, UNDP Pakistan</p> <p>Validity of Bid Security: 120 days from the last day of bid submission. Bid security of unsuccessful bidders shall be returned.</p>
Price variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.
Partial Quotes	<p><input checked="" type="checkbox"/> Not permitted</p> <p><input type="checkbox"/> Permitted Insert conditions for partial quotes and ensure that the requirements are properly listed in lots to allow partial quotes</p>
Alternative Quotes	<p><input checked="" type="checkbox"/> Not permitted</p> <p><input type="checkbox"/> Permitted</p> <p>If permitted, an alternative quote may be submitted only if a conforming quote to the RFQ requirements is submitted. Where the conditions for its acceptance are met, or justifications are clearly established, Click or tap here to enter text. reserves the right to award a contract based on an alternative quote. If multiple/alternative quotes are being submitted, they must be clearly marked as “Main Quote” and “Alternative Quote”</p>
Pre-Bid conference /Site visit	Will not be conducted
Maximum expected duration of contract	Six (06) Months commencing from the date of award of Contract, and handing over this site to contractor.

Payment Terms	<p><input checked="" type="checkbox"/> Within 30 days after submission of payment documentation as per below schedule: Invoices complete in all respect shall be submitted by the Contractor to the Project Engineer upon achievement of the corresponding milestones: Work Completion Mile Stone: Progress payment will be agreed in the pre-contract meeting. Tentative payment schedule is given below</p> <table border="1" data-bbox="352 394 1126 1317"> <thead> <tr> <th data-bbox="352 394 472 495">Invoice #</th><th data-bbox="472 394 954 495">Description</th><th data-bbox="954 394 1126 495">Percentage</th></tr> </thead> <tbody> <tr> <td data-bbox="352 495 472 674">1</td><td data-bbox="472 495 954 674">Upon Completion of 30% of the awarded contract works as per attached BOQ. Duly approved by Project Engineer, UNDP</td><td data-bbox="954 495 1126 674">30%</td></tr> <tr> <td data-bbox="352 674 472 887">2</td><td data-bbox="472 674 954 887">Upon Completion of 70% of the awarded contract works as per attached BOQ. Duly approved by Project Engineer, UNDP OR Duly verified by third-party consultants</td><td data-bbox="954 674 1126 887">40%</td></tr> <tr> <td data-bbox="352 887 472 1256">3</td><td data-bbox="472 887 954 1256">Upon Completion of 100 % of the awarded contract works as per attached BOQ. Duly approved by Project Engineer, UNDP and Substantial completion certificate by third-party consultants and hand over certificate for each scheme duly signed by concern district education office.</td><td data-bbox="954 887 1126 1256">30%</td></tr> <tr> <td data-bbox="352 1256 472 1317"></td><td data-bbox="472 1256 954 1317">Total value of Contract in PKR</td><td data-bbox="954 1256 1126 1317">100%</td></tr> </tbody> </table>	Invoice #	Description	Percentage	1	Upon Completion of 30% of the awarded contract works as per attached BOQ. Duly approved by Project Engineer, UNDP	30%	2	Upon Completion of 70% of the awarded contract works as per attached BOQ. Duly approved by Project Engineer, UNDP OR Duly verified by third-party consultants	40%	3	Upon Completion of 100 % of the awarded contract works as per attached BOQ. Duly approved by Project Engineer, UNDP and Substantial completion certificate by third-party consultants and hand over certificate for each scheme duly signed by concern district education office.	30%		Total value of Contract in PKR	100%
Invoice #	Description	Percentage														
1	Upon Completion of 30% of the awarded contract works as per attached BOQ. Duly approved by Project Engineer, UNDP	30%														
2	Upon Completion of 70% of the awarded contract works as per attached BOQ. Duly approved by Project Engineer, UNDP OR Duly verified by third-party consultants	40%														
3	Upon Completion of 100 % of the awarded contract works as per attached BOQ. Duly approved by Project Engineer, UNDP and Substantial completion certificate by third-party consultants and hand over certificate for each scheme duly signed by concern district education office.	30%														
	Total value of Contract in PKR	100%														
Conditions for Release of Payment	<p><input checked="" type="checkbox"/> Written Acceptance of Goods, Services and Works, based on full compliance with RFQ requirements (As mentioned in Payment Terms) <input type="checkbox"/> Others [pls. specify]</p>															
Contact Person for correspondence, notifications and clarifications	<p>E-mail address: Focal Person – Ali Saeed – Procurement Analyst pakistan.procurement.info@undp.org Please mention RFQ Ref number UNDP-RFQ-2022-240 in Subject Line while sending any email for clarification. Attention: Quotations shall not be submitted to this address but to the address for quotation submission above. Otherwise, offer shall be disqualified. Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>															
Clarifications	<p>Requests for clarification from bidders will not be accepted any later than 3 days before the submission deadline. Responses to request for clarification will be communicated Email or E-Tendering System by Click or tap to enter a date.</p>															
Liquidated Damages	<p>Will be imposed as follow: Percentage of contract price per day of delay: 0.33%Max. number of days of delay one calendar month, thereafter UNDP may exercise its right to terminate the contract/Purchase Order.</p>															

Performance Security	Required - 10% of Contract Amount. Form: only Bank Guarantee in accordance with template included in Annex-6 of the RFQ. Performance Security must be valid for 16 Months to cover the construction period (06 Months) & defect liability period One (01) year after the substantial completion of project.
Evaluation method	<input checked="" type="checkbox"/> The Contract or Purchase Order will be awarded to the lowest price, Eligible and Technically compliant offer <input type="checkbox"/> Other Click or tap here to enter text.
Evaluation criteria	<input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 <input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract for Works. <input type="checkbox"/> Others Click or tap here to enter text.
Right not to accept any quotation	UNDP is not bound to accept any quotation, nor award a contract or Purchase Order
Right to vary requirement at time of award	At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, 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.
Type of Contract to be awarded	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Contract Face Sheet (Goods and-or Services) (this template is also utilised for Long-Term Agreement) and if an LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input checked="" type="checkbox"/> Contract for Civil Works - http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html <input type="checkbox"/> Other Type/s of Contract [pls. specify]
Expected date for contract award.	25 July 2022
Publication of Contract Award	UNDP will publish the contract awards valued at USD 100,000 and more on the websites of the CO and the corporate UNDP Web site.
Policies and procedures	This RFQ is conducted in accordance with UNDP Programme and Operations Policies and Procedures
UNGM registration	Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level on the United Nations Global Marketplace (UNGM) website at www.ungm.org . The Bidder may still submit a quotation 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.

ANNEX 1:

SCHEDULE OF REQUIREMENTS

Completion of Civil Works on One Camping Site under Eco Tourism and Camping Pods Project Phase-II

Items to be Supplied	Sites Name	Description of Schemes	Related Services	Delivery Date	Other Information
Civil Works on Camping Site - Swat	<ul style="list-style-type: none"> Camping Site Kasai Shahed Bella, Gabin Jabba, Swat 	Carrying out civil works on sites prior to installation of Pods	As per BOQs, Drawings and bidding documents	120 days from the date of commencement	

Qualification of Key personnel to be assigned to the contract. Attach Form -C (Key Personnel Commitment Form), Must meet requirement (Y/N). The Contractor shall arrange the following permanent staff –

Designation	No	Minimum Qualification	Min Relevant Work experience
Project Engineer	01	B.Sc Civil Engineer with valid PEC registration	4 years or above.
Site Supervisors (Civil)	01	DAE Civil	3 years or above.
Quantity Surveyor	01	DAE Civil	3 years or above.

List of Equipment for the project (Minimum Equipment) Required are: FORM – D Must meet requirement (Y/N)

S #	Description	Qty
1	Concrete Mixer (Single Load)	01 No.
2	Shuttering	As per requirement
3	Scaffolding Pipes	As per requirement
4	Wheel barrows	02 No.
5	Vibrator	02 No
8	Compactor	02 No

Delivery Requirements

Delivery Requirements	
Delivery date and time	N/A
Delivery Terms (INCOTERMS 2020)	N/A
Customs clearance (must be linked to INCOTERM)	<input checked="" type="checkbox"/> Not applicable Shall be done by: <input type="checkbox"/> Name of organisation (where applicable) <input type="checkbox"/> Supplier/bidder <input type="checkbox"/> Freight Forwarder
Exact Address(es) of Delivery Location(s)	As mentioned above

Distribution of shipping documents (if using freight forwarder)	N/A
Packing Requirements	N/A
Training on Operations and Maintenance	N/A
Warranty Period	Defect Liability Period – 01 Year
After-sales service and local service support requirements	N/A
Preferred Mode of Transport	Choose an item.

Execution

The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

Site Preparation

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

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

The Contractor shall set out the Following procedures

Safety Procedures

1. comply with all applicable safety regulations.
2. take care for the safety of all persons entitled to be on the Site.
3. (use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons.
4. provide fencing, lighting, guarding and watching of the Works until completion and taking over

Quality Assurance

1. The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The UNDP shall be entitled to audit any aspect of the system.

2. Details of all procedures and compliance documents shall be submitted to the UNDP for information before each design and execution stage is commenced.
3. When any document of a technical nature is issued to the UNDP, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

Transport of Goods

The Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works and the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport

Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the UNDP. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site

Protection of the Environment

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws

Plant, Materials and Workmanship

Manner of Execution

The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works:

- (a) in the manner (if any) specified in the Contract.
- (b) in a proper workmanlike and careful manner, in accordance with recognized good practice.
- (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

Material Testing:

Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer for consent prior to using the Materials in or for the Works:

- (a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost.

Inspection

The UNDP's Personnel shall at all reasonable times have full access to all parts of the Site and to all places from which natural Materials are being obtained, and during production, manufacture and construction (at the Site

and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

The Contractor shall give the UNDP's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.

Testing

This shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).

The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.

The Engineer may, vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.

The Engineer shall give the Contractor not less than 24 hours' notice of the Engineer's intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer's presence.

The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.

Rejection

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract

If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall pay these costs to the Employer

Remedial Work

Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to:

(a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract, (b) remove and re-execute any other work which is not in accordance with the Contract, and (c) execute any work

which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).

If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Employer’s Claims] pay to the Employer all costs arising from this failure.

Tests on Completion

The Contractor shall give to the UNDP not less than 10 days’ notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the UNDP shall instruct.

In considering the results of the Tests on Completion, as soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the UNDP.

UNDP’s Taking Over

The Contractor may apply by notice to the UNDP for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor’s opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.

COMPLETE ADDRESS OF CAMPING SITE

1.	Completion of civil works at camping site in Kasai Shahed Bella, Gabin Jabba, Swat
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ANNEX 2: QUOTATION SUBMISSION FORM - This form must be filled, signed and submitted with Bid

Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	UNDP-RFQ-2022-240– Completion of Civil Works on One Camping Site under Eco Tourism and Camping Pods Project Phase-II	Date: Click or tap to enter a date.

Company Profile

Item Description	Detail
Legal name of bidder or Lead entity for JVs	Click or tap here to enter text.
Legal Address, City, Country	Click or tap here to enter text.
Website	Click or tap here to enter text.
Year of Registration	Click or tap here to enter text.
Legal structure	Choose an item.
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert UNGM Vendor Number
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) <i>(If yes, provide a Copy of the valid Certificate):</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does your Company have a written Statement of its Environmental Policy? <i>(If yes, provide a Copy)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does your organization demonstrate 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 <i>(If yes, provide a Copy)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Is your company a member of the UN Global Compact	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Bank Information	Bank Name: Click or tap here to enter text. Bank Address: Click or tap here to enter text. IBAN: Click or tap here to enter text. SWIFT/BIC: Click or tap here to enter text. Account Currency: Click or tap here to enter text. Bank Account Number: Click or tap here to enter text.			
Previous relevant experience: 3 contracts Bidder must provide Bidder must provide 3 contracts/Purchase Orders (Civil Works) of Value PKR 20 million (Cumulative amount) completed or in progress in last 3 Years.)				
Name of previous contracts	Client & Reference Contact Details including e-mail	Contract Value	Period of activity	Types of activities undertaken

Bidder's Declaration

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Requirements and Terms and Conditions: I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ ;has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm to undertake not to engage in proscribed practices, , 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 have read the United Nations Supplier Code of Conduct : https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation's Point of Contact.
<input type="checkbox"/>	<input type="checkbox"/>	Prohibitions, Sanctions: I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract 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 and 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.
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I/We 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.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Offer Validity Period: I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf.

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

ANNEX 3 & 4: TECHNICAL AND FINANCIAL OFFER – WORKS This form must be filled, signed and submitted with Bid

Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	UNDP-RFQ-2022-240– Completion of Civil Works on One Camping Site under Eco Tourism and Camping Pods Project Phase-II	Date: Click or tap to enter a date.

Technical Offer

Provide the following:

- a brief description of your qualification and capacity that is relevant to the Scope of Works; - Form A
- a brief method statement and implementation plan; Form B
- team composition and CVs of key personnel - Form C
- Equipment & Machinery Commitment Form – Form D

Financial Offer

Items to be Supplied	Sites Name	Description of Schemes	Related Services	Amount (Rs.)
Civil Works on Camping Site -Swat	<ul style="list-style-type: none"> ○ Camping Site Kasai Shahed Bella, Gabin Jabba, Swat 	Carrying out civil works on sites prior to installation of Pods	As per BOQs, Drawings and bidding documents	

Note: The Price should be inclusive of applicable Tax(s) if any; UNDP will not provide any tax exemption to the bidder.

Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter - offer
Full Compliance of Bid to the Technical Requirements in Terms of Complete BOQs Must meet requirement (Y/N)	<input type="checkbox"/>	<input type="checkbox"/>	
Appropriateness of the Implementation Timetable to the Project Schedule/Completion Time in 06 Months – Provide workplan as Gantt Chart (Form – A) Must Meet Requirement (Y/N)	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Compliance with Specifications of material as mentioned in Schedule of Requirement: Meet Requirement (Y/N)	<input type="checkbox"/>	<input type="checkbox"/>	

Defect Liability Period (10 Months) Must Meet Requirement (Y/N)	<input type="checkbox"/>	<input type="checkbox"/>	
Validity of Quotation (90 Days)	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Other requirements <i>[pls. specify]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.	
<i>Exact name and address of company</i> Company NameClick or tap here to enter text. Address: Click or tap here to enter text. Click or tap here to enter text. Phone No.:Click or tap here to enter text. Email Address:Click or tap here to enter text.	Authorized Signature: Date:Click or tap here to enter text. Name:Click or tap here to enter text. Functional Title of Authorised Signatory:Click or tap here to enter text. Email Address: Click or tap here to enter text.

FORM A - Projects in Hand/In-Progress

Complete information about all projects in progress

S. No.	Name of the Employer / Client	Name and location of project	Amount of the contract (PKR)	Project start Date	scheduled completion Dates	Project type: Building, Sewage, Water, Roads, etc	Completi on percenta ge (%)	Name of the assigned staff (provide separate list assigned with each project)

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

FORM B – Work Programme – Timeline of Completion

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

Tasks	Week 01							Week 02							Week 03							Week 04							Week 05							Week 06								
	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7									
Mobilise Personnel and Equipment; and set-up Site Facilities																																												
1.1																																												
1.2																																												
Construction works																																												
2.1																																												
2.2																																												
2.3																																												
2.4																																												
2.5																																												
2.6																																												

Add Weeks
as
necessary

Form C: Key Personnel Commitment Form

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

To:UNDP

KEY PERSONNEL COMMITMENT FORM

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

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

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

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

Form D : Equipment Commitment Form

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

To: UNDP

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

Note: The list of minimum equipment required is mentioned in Evaluation Criteria.

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

Best regards,

Signature of the authorized Representative(s) of the Bidder

Name: Insert Name(s) of the authorized representative(s) of the Bidder

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

Address (Insert Street Number/Town or City/ Country Address)

Dated on (Insert the date: DD/MM/YYYY)

Company Name:.....

Annex-5 Form of Bid Security

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

To: *UNDP Representative Rupee Account*

UNDP Resident Representative

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

Annex-6: Form for Performance Security

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

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

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

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

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

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

This guarantee shall be valid until a date 30 day from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK
Date
Name of Bank
Address