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INVITATION TO BID

Rehabilitation of 90 Markets and 02 Water Filtration Plants in Khyber, North Waziristan and South Waziristan

ITB No.: UNDP-ITB-2022-234

Project: Stabilization & Development Programme (SDP), CPRU, UNDP

Country: Pakistan

Issued on: 28 July 2022

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SECTION 1. LETTER OF INVITATION

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements, Technical Specifications, Drawings and BOQs
- Section 6: Returnable Bidding Forms
 - Form A: Bid Submission Form
 - Form B: Bidder Information Form
 - Form C: Joint Venture/Consortium/Association Information Form
 - Form D: Eligibility & Qualification Form
 - Form E: Format of Technical Bid
 - Form F: Price Schedule Form
 - Form G: Forms for Technical Evaluation
 - Form G-1: Projects in Hand/in progress
 - Form G-2: Work Programme/Gantt Chart
 - Form G-3: Key Personal Commitment Form
 - Form G-4: Equipment Commitment Form
 - Form H: Form of Bid Security
- Section 7: Form for Performance Security

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in E-Tendering System & Bid Data Sheet i.e., **18-August-2022 (03:00 PM Pakistan Standard Time OR 6:00 AM EDT).**

Please acknowledge the receipt of this ITB by sending an email to pakistan.procurement.info@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the **"Accept Invitation"** function on or before 10-August- 2022 (12:30 PM Pakistan Standard Time OR 3:30 AM EDT). in e-Tendering system. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this ITB.

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

Issued by

DocuSigned by:

Kanwal Abbas

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Name: Kanwal Abbas

Title: Procurement Specialist

Date: **July 28, 2022**

Approved by:

DocuSigned by:

Knut Ostby

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Name: Knut Ostby

Title: Resident Representative

Date: **July 28, 2022**

DocuSigned by:

Ali Saad

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27-Jul-2022

SECTION 2. INSTRUCTION TO BIDDERS

GENERAL PROVISIONS

1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p> <p>1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p>

	3.2	It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.
4. Conflict of Interests	4.1	<p>Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
	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	<p>Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p>
	4.4	The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
<u>B. PREPARATION OF BIDS</u>		
5. General Considerations	5.1	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
	5.2	The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.
6. Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be

		responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language	7.1	The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Bid	8.1	The Bid shall comprise of the following documents and related forms which details are provided in the BDS: <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Bid Format and Content	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
	10.2	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
	10.3	When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
	10.4	When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11. Price Schedule	11.1	The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
	11.2	Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12. Bid Security	12.1	A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
	12.2	The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.
	12.3	If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.
	12.4	In the event an electronic submission is allowed in the BDS, Bidders shall include

	<p>a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and

	<p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Bid	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Bid Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
18. Clarification of Bid (from the Bidders)	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no</p>

	<p>obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Bids	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Alternative Bids	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
21. Pre-Bid Conference	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>

c. SUBMISSION AND OPENING OF BIDS

22. Submission	<p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
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Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ul style="list-style-type: none"> i. Bear the name of the Bidder; ii. Be addressed to UNDP as specified in the BDS; and iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
Email and eTendering submissions	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</p> <p>b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</p> <p>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link:</p> <p>https://www.undp.org/procurement/business/resources-for-bidders</p>
23. Deadline for Submission of Bids and Late Bids	<p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User</p>

	<p>Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
25. Bid Opening	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
<u>D. EVALUATION OF BIDS</u>	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Bids	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) a) Evaluation of Technical Bids b) Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
28. Preliminary Examination	<p>28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors'

	<p>list;</p> <ul style="list-style-type: none"> b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	<p>30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
31. Due diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	<p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
33. Responsiveness of Bid	<p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the</p>

	<p>terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> 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. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
<u>E. AWARD OF CONTRACT</u>	
35. Right to Accept, Reject, Any or All Bids	<p>35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p>
36. Award Criteria	<p>36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidders those are found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.</p>
37. Debriefing	<p>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.</p>

38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html

46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>
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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.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	<input checked="" type="checkbox"/> Allowed. The bidders may apply for all 12 packages or apply for one or more packages. Only complete bid against each package will be considered. Evaluation of bids and award of contract will be made on package-wise basis;
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference /Site visit	<p>Will be Conducted</p> <p>Time: (02:00 PM Pakistan Standard Time)</p> <p>Date: Monday 08-August-2022</p> <p>Venue: Zoom Conference</p> <p>Companies shall/can participate at the pre-bid conference through Zoom conference. The meeting Zoom link will be provided to all bidders on or before one day of Pre-Bid Meeting.</p> <p>Interested companies should send confirmations to the UNDP focal point for Participation in Pre-Bid Meeting, through email at pakistan.procurement.info@undp.org</p> <p>Please mention Tender Reference Number: UNDP-ITB-2020-234 in Subject line of email.</p> <p>Site Visit:</p> <p>The bidders can plan site visit based on their own expense. UNDP has hired local Field Officers who are responsible for coordinating the field activities with District Administration. WASH field officers will facilitate the visits and will guide the bidders to the project sites. As the markets in District Khyber are in close proximity, they can be visited in one day. Whereas, the markets in North and South Waziristan are</p>

			<p>scattered and will require atleast two days per district to visit the proposed project sites. Below are the contact details of WASH Field team members who will be available to assist the bidders in site visits.</p> <ul style="list-style-type: none"> - Mr. Ejaz Khan – District Khyber – Contact No: 0300 5650999 - Mr. Haroon – District South Waziristan – 0300 9794423 - Mr. Nasir Ud Din – North Waziristan – 0333 6099908
5	16	Bid Validity Period	90 days
6	13	Bid Security	<p>Required PKR 300,000 for each package.</p> <p>The Original Bid Security should be sent to UNDP Office through courier (also upload courier receipt with bid) at the following address on or before 18th August 2022 (03:00 PM Pakistan Standard Time OR 6:00 AM EDT), and a scanned copy should be submitted through the e-Tendering system.</p> <p>UNDP-ITB-2022-234 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>Acceptable forms of Bid Security:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Form of Bid Security (See Section 6, FORM - H for template) <input checked="" type="checkbox"/> Any Bank-issued Pay Order (PO)/ Call Deposit Receipt (CDR) In the name of UNDP Representative (Rupee) Account, UNDP Pakistan <p>Validity of Bid Security: 120 days from the last day of bid submission.</p> <p>Bid security of unsuccessful bidders shall be returned.</p>
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Percentage of contract price per day of delay: 0.33% Max. number of days of delay one calendar month, thereafter UNDP may exercise its right to terminate the contract/Purchase Order.</p>

9	40	Performance Security	Required- 10% of Contract Amount. Form: only Bank Guarantee in accordance with template included in Section 7 of the ITB. Performance Security must be valid for 16 Months to cover the construction period (04 Months) & defect liability period (One (01) year after the substantial completion of project).
10	12	Currency of Bid	Local currency (PKR) Or USD (For International Bidders only)
11	31	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Ali Saeed Email: pakistan.procurement.info@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering and Direct communication to prospective Proposers by email
14	23	Deadline for Submission	18-August-2022 (03:00 PM Pakistan Standard Time OR 6:00 AM EDT). PLEASE NOTE: - 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue in submitting your bid at the last minute, UNDP may not be able to assist.
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> Online bidding in E-tendering module.
15	22	Bid Submission Address	To be submitted in e-Tendering system: Business Unit: PAK10 Event ID: 0000013199

			https://etendering.partneragencies.org <p>Note: Detailed instructions on how to register, submit, modify or cancel a bid in the eTendering system are provided in the e-Tendering System Bidder User Guide and Instructional videos available on this link:</p> https://www.undp.org/procurement/business/resources-for-bidders
16	22	Electronic submission e-Tendering requirements	<ul style="list-style-type: none"> Format: PDF files only and Priced BOQ in excel format in addition to the signed and stamped PDF file. 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.
17	25	Date, time and venue for the opening of bid	<p>18 August 2022 (06:00 PM Pakistan Standard Time OR 09:00 AM EDT).</p> <p>In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.</p>
18	27, 36	Evaluation Method for the Award of Contract	<p><input checked="" type="checkbox"/> Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and</p> <p><input checked="" type="checkbox"/> Lowest price offer of technically qualified and responsive Bid.</p> <p>UNDP may require the Bidder to produce detailed price analyses for any or all items of the price schedule to demonstrate internal consistency of those prices with the construction methods and schedule proposed.</p>
19		Expected date for commencement of Contract	<i>September 1, 2022</i>
20		Maximum expected duration of contract	Four (04) Months commencing from the date of award of Contract. The deadline apply across the packages if bidder applied for one package or more than one packages.
21	35	UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One or more bidders based on the following factors Award for each package would be made to the "lowest priced, technically qualified and responsive" bid for each package. Therefore, any bidder, subject to availability of the respective valid construction license as detailed in Section 4, can be awarded multiple packages if their Bid is eligible, qualified, responsive and the lowest priced for respective package(s).</p>

			<p>In the best interest of the organization, UNDP reserves the right not to award the Contract to the lowest priced bidder only in case when one bidder offers the lowest price for more than one Package but has no capacity to perform works concurrently on all offered Packages. The bidder (s) in subject will be awarded with Package/Packages according to assessed and proved capacity. Determination of which Package/Packages the bidder should be awarded in such a scenario would be based on the following order of preference:</p> <ul style="list-style-type: none"> (a) Package where there are no other responsive bids received (b) Wherever possible, the overall least price combination across all packages to determine best value for money for UNDP. <p>The capacity assessment shall be undertaken prior to award of contract under subject ITB which included but not limited to Financial Capacity, Staffing and Equipment proposed by the bidder. UNDP reserve the right to exclude the bidder(s) if the sufficient capacity to undertake multiple contract has not been demonstrated.</p>
22	39	Type of Contract	<p>Contract for Civil Works</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
23	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Works</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
24	31	Due Diligence	<p>As part of post qualification, UNDP will conduct capacity verification and validation to a bidder who already awarded UNDP Civil Works Contracts. UNDP will also check the credit rating of recommended bidder and will award the contract only if bidder has capacity to implement those running contracts and has satisfactory result on credit rating.</p>
25		Other Information Related to the ITB	<p>Conditions for Determining Contract Effectivity:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Upon UNDP's receipt of valid Performance Bank Guarantee and <input checked="" type="checkbox"/> Upon contract signing from both parties. <p>Payment Terms:</p> <p>Invoices complete in all respect shall be submitted by the Contractor to the Project Engineer upon achievement of the corresponding milestones:</p>

Work Completion Mile Stone:

Progress payment will be agreed in the pre-contract meeting.
Tentative payment schedule is given below

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 Representative of Market committee.	30%
	Total value of Contract in PKR	100%

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 submitted as per ITB requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	<p>Registered with PEC (Category C6 OR above) having valid certificate of registration with Pakistan Engineering Council (PEC) for 2022. Bidder must provide evidence (Payment Deposit Slip) that renewal of PEC 2023 is applied.</p> <p>Note:</p> <p>a). Bidders under C5 and C6 Category are eligible to apply only for one (01) Package out of total twelve (12 packages).</p> <p>b) Bidders applying for one or more packages must demonstrate availability of a required PEC License Category in accordance with Limit/Projects Value as per Categorization</p>	Form B: Bidder Information Form

	<p>of PEC Financial Limits. https://pec.org.pk/firm-registration/pakistani-constructor-operator-firms/pakistani-firms-fee/</p> <p>If the bidder applies for more Packages that it is licensed for, UNDP will consider the bid eligible only for the number of packages covered by the bidder's license category, For example: bidders applying for lots with a combined value exceeding C4 threshold would need a C3 or above.</p> <p>Note: The capacity assessment will be considered based on on-going commitments add total value of packages applied for.</p> <p>C). Bidder applying for (Package 09 and 11 - Water Filtration Pump) must have license under PEC Codes (CE04, CE09 and CE10)</p>	
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 5 years of relevant experience in conducting civil works and infrastructure works .	Form D: Qualification Form
	<p>Detail of Similar Works Projects/contracts with aggregate value PKR 50 million (Max 3 contracts) completed in last 3 years. Bidders must provide copies of those 3 contracts and completion certificates as evidence.</p> <p>UNDP reserves the right to request submission of originals of all proof documents (such as contracts, invoices, acceptance reports etc.) as well as further information/documentation from both the bidder and its clients.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form

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

Financial Standing	Minimum average annual turnover of PKR 40 million (for each package – If bidder is applying for multiple packages, the turnover requirement/threshold will be determined by multiplying the number of packages applied for) for the last 5 years . Bidder must provide audit reports of year 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21. The annual average turnover will be calculated on the basis of audit reports. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form																
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. Quick Ratio should be more than 1 . Quick ratio will be calculated based on Audited Statements <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form																
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications listed below and those identified in the bid document.	Form E: Technical Bid Form																
Detail of Projects And Time Line	<div><input checked="" type="checkbox"/> Full compliance of Bid to the Technical Requirements in terms of complete BOQs under the Package applied for; Must Meet Requirement (Y/N).</div> <div><input checked="" type="checkbox"/> Detail of Projects in Hand/In Progress. Attach Form G-1 (Projects in Hand/In Progress) Must Meet Requirement (Y/N).</div> <div><input checked="" type="checkbox"/> Appropriateness of the Implementation Timetable to Project Schedule; Attach Form G-2 (Work Programme) Must Meet Requirement (Y/N).</div>																	
Expertise	<p>Provision of required expertise. The sample list of personnel indicated below should be edited in line with the nature of each construction works:</p> <p>The following Technical Staff is required during the project execution at project site for each package.</p> <p>The Contractor shall arrange the following permanent staff for individual package. If bidder is applying for more than one packages, the key personnel must be provided for each package applied for:</p> <table><tr><th>Designation</th><th>No</th><th>Minimum Qualification</th><th>Min Relevant Work experience</th></tr><tr><td>Project Engineer</td><td>01</td><td>B.Sc Civil Engineer with valid PEC registration</td><td>4 years or above.</td></tr><tr><td>Site Supervisors (Civil)</td><td>02</td><td>DAE Civil</td><td>3 years or above.</td></tr><tr><td>Electrical/Solar Engineer</td><td>01</td><td>DAE Electrical</td><td>3 Year or above</td></tr></table>	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)	02	DAE Civil	3 years or above.	Electrical/Solar Engineer	01	DAE Electrical	3 Year or above	Form E: Technical Bid FORM
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)	02	DAE Civil	3 years or above.															
Electrical/Solar Engineer	01	DAE Electrical	3 Year or above															

	<p>The Contractor shall engage competent workers to achieve the workmanship stated in the tender documents. (Attach Form G-3 Personnel Commitment FORM) Must Meet Requirement (Y/N);</p>																						
Equipment	<p><input type="checkbox"/> List of the Equipment For Each Package (Minimum Equipment) Required are:</p> <table border="1"> <thead> <tr> <th>S #</th><th>Description</th><th>Qty</th></tr> </thead> <tbody> <tr> <td>1</td><td>Concrete Mixer (Single Load)</td><td>01 No.</td></tr> <tr> <td>2</td><td>Shuttering</td><td>As per requirement</td></tr> <tr> <td>3</td><td>Scaffolding Pipes</td><td>As per requirement</td></tr> <tr> <td>4</td><td>Wheel barrows</td><td>02 No.</td></tr> <tr> <td>5</td><td>Vibrator</td><td>02 No</td></tr> <tr> <td>8</td><td>Compactor</td><td>02 No</td></tr> </tbody> </table> <p>(Attach Form G-4 Equipment Commitment Form) Must Meet Requirement (Y/N);</p>	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	Form G-4 Equipment Commitment Form
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																					
Financial Evaluation	<p>Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.</p> <p>Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)</p> <p>Comparison with budget/internal estimates.</p>	Form F: Price Schedule Form																					
<p>Price Analysis and Cash Flow</p> <p>(Not applicable)</p>	<p>Upon official request only, the bidder shall furnish actual price analysis for all items in the Bill of Quantities. Price analysis shall show labor, materials, transportation, % of sub-contracting, overhead and profit.</p> <p>Upon official request only, the bidder shall furnish cash flow diagram.</p>																						

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

Items to be Supplied ²	School Name	Description of Schemes	Related Services	/Delivery Date	Other Information
Package-1 South Waziristan	<ul style="list-style-type: none"> ○ Nazar Khel Market ○ Spinkai Market ○ Ganra Kach Market ○ Ahmad Wam Market ○ Shah Khel Market ○ Adera Mela Market 	Construction/R rehabilitation of WASH Activities in markets	As per BOQs, Drawings and bidding documents	120 days from the date of commencement	Each Package to be quoted separately. As evaluation and contract award will be on Package wise basis.
Package-2 South Waziristan	<ul style="list-style-type: none"> ○ Maidan Kali Market ○ Ladha Market ○ Saam Market ○ Pirano Market ○ Salarogha Market ○ Momi Karama Market ○ Faqir Saray Market ○ Gega Khel Market 	Construction/R rehabilitation of WASH Activities in markets	As per BOQs, Drawings and bidding documents	120 days from the date of commencement	Each Package to be quoted separately. As evaluation and contract award will be on Package wise basis.
Package-3 South Waziristan	<ul style="list-style-type: none"> ○ Torwam Zafran Market ○ Torwan Zafran Taxi Stand ○ Ahmad Gul Kalay-1 Market ○ Ahmad Gul Kalay-II Market ○ Warza Market ○ Siplatoi Market ○ Madina Moor Market ○ Shahoor Market 	Construction/R rehabilitation of WASH Activities in markets	As per BOQs, Drawings and bidding documents	120 days from the date of commencement	Each Package to be quoted separately. As evaluation and contract award will be on Package wise basis.
Package-4 South Waziristan	<ul style="list-style-type: none"> ○ Mula Khan Saray Market ○ Mula Khan Saray Taxi Stand ○ Shinwarsak Market ○ New Raghzai Market ○ Toor Raghzai Market ○ Barwand Market ○ Barwand Taxi Stand ○ Nazre Nar Market 	Construction/R rehabilitation of WASH Activities in markets	As per BOQs, Drawings and bidding documents	120 days from the date of commencement	Each Package to be quoted separately. As evaluation and contract award will be on Package wise basis.

² Clustering items by packages, if any, is recommended, especially if partial bids will be allowed.

Package-5 North Waziristan	<ul style="list-style-type: none"> o Daud Jan Market o MCO Emarki Kalay Market No 1 o MCO Emarki Kalay Market No 2 o MC Sahib Rehman Market o MCO Tochi Market o Meena Market o Ali Khel Bazar o MCO Ali Khel Market & Taxi Stand 	Construction/R ehabilitation of WASH Activities in markets	As per BOQs, Drawings and bidding documents	120 days from the date of commenceme nt	Each Package to be quoted separately. As evaluation and contract award will be on Package wise basis.
Package-6 North Waziristan	<ul style="list-style-type: none"> o Edak Sabzi Maandi o Arif Market o Sher Khel Market -1 o Sher Khel Market -2 o Sher Khel Market-3 o Darpa Khel Fruit and Vegetable Mandi 1 o Darpa Khel Fruit and Vegetable mandi 2 o Darpa Khel Fruit and Vegetable Mandi Committee 3 	Construction/R ehabilitation of WASH Activities in markets	As per BOQs, Drawings and bidding documents	120 days from the date of commenceme nt	Each Package to be quoted separately. As evaluation and contract award will be on Package wise basis.
Package-7 North Waziristan	<ul style="list-style-type: none"> o Spin Wam Market & Taxi Stand o Spin Wam Bazaar o Shewa Alam Khel Darizinda -2 o Shewa Alam Khel Darizinda -1 o Amjad Market o Cattle Mandi Mir Ali o Cattle Mandi Market o Tariq Market 	Construction/R ehabilitation of WASH Activities in markets	As per BOQs, Drawings and bidding documents	120 days from the date of commenceme nt	Each Package to be quoted separately. As evaluation and contract award will be on Package wise basis.
Package-8 North Waziristan	<ul style="list-style-type: none"> o Bostan Market o Mustafa Market Mir Ali o Noor Shah Jahan Market o Razmak Bazar-1 o Razmak Bazar Committee-2 o Razmak Bazar Committee-3 	Construction/R ehabilitation of WASH Activities in markets	As per BOQs, Drawings and bidding documents	120 days from the date of commenceme nt	Each Package to be quoted separately. As evaluation and contract award will be on Package wise basis.
Package-9 Khyber	<ul style="list-style-type: none"> o MZT block A&B o MZT block C&D o MZT block E&F o Bus Stand-01 o Bus Stand-02 o Bus Stand-03 o Water Filtration Plant-I 	Construction/R ehabilitation of WASH Activities in markets	As per BOQs, Drawings and bidding documents	120 days from the date of commenceme nt	Each Package to be quoted separately. As evaluation and contract award will be on Package wise basis.

Package-10 Khyber	<ul style="list-style-type: none"> ○ Maryan Khel Market ○ Malak Khel Market ○ Qayyum Market ○ Gul Market Bara Bazar ○ Jan Market Bara Bazar ○ Cattle Market -01 ○ Cattle Market-02 	Construction/R ehabilitation of WASH Activities in markets	As per BOQs, Drawings and bidding documents	120 days from the date of commenceme nt	Each Package to be quoted separately. As evaluation and contract award will be on Package wise basis.
Package-11 Khyber	<ul style="list-style-type: none"> ○ Karna Khel-01 Market ○ Karna Khel-02 Market ○ Karna Khel-03 Market ○ Makka Market ○ Madina Market ○ Khyber Market ○ Awami Market ○ Karna Khel Mustariqa Market ○ Water Filteration Plant-II 	Construction/R ehabilitation of WASH Activities in markets	As per BOQs, Drawings and bidding documents	120 days from the date of commenceme nt	Each Package to be quoted separately. As evaluation and contract award will be on Package wise basis.
Package-12 Khyber	<ul style="list-style-type: none"> ○ Wand Khel Market ○ Alam Khel Market ○ Shahi Khel Market ○ Umar Khel Market ○ Gudi Khel Market ○ Insaf Market Baz Garah ○ Shiekhan Market Baz Garah ○ Malak Jan Market Baz Garah ○ Kula Khel Market Kohi Bara 	Construction/R ehabilitation of WASH Activities in markets	As per BOQs, Drawings and bidding documents	120 days from the date of commenceme nt	Each Package to be quoted separately. As evaluation and contract award will be on Package wise basis.

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.

SECTION 5B: BILL OF QUANTITIES

Drawings & BOQs for Each Package in excel are attached separately.

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

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

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

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Eligibility and Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid	<input type="checkbox"/>
▪ Form H: Form of Bid Security	<input type="checkbox"/>
▪ Form G: Forms for Technical Evaluation <ul style="list-style-type: none"> ○ Form G-1: Projects in Hand/in progress and completed as mentioned in previous experience qualification requirement. Please also provide copies of those contracts as evidence ○ Form G-2: Work Programme/Gantt Chart ○ Form G-3: Key Personal Commitment Form ○ Form G-4: Equipment Commitment Form 	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Price Schedule:

▪ Form F: Price Schedule Form (Properly filled, signed and stamped BOQs)	<input type="checkbox"/>
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FORM A: BID SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	<input type="text" value="Select date"/>
ITB reference:	UNDP-ITB-2022-234- Construction/Rehabilitation of WASH facilities in 90 markets of Khyber, South Waziristan and North Waziristan and 02 Water Filtration Plants in Khyber district only.		

We, the undersigned, offer to supply the goods and related services required for **Construction/Rehabilitation of WASH facilities in 90 markets of Khyber, South Waziristan and North Waziristan and 02 Water Filtration Plants in Khyber district only** in accordance with your Invitation to Bid No. UNDP-ITB-2021-xxx and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule. Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

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

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

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (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 style="list-style-type: none"> ▪ Separate Bid Security @ PKR 300,000/- The original banking instrument should be sent to UNDP Office on the address as mentioned at serial number 6. A scanned copy of the banking instrument must be uploaded in the e-Tendering System along with other requisite documents. ▪ Bid Submission Form; (Form A, B, C, D, E, F and G-1, G-2, G-3, G-4) ▪ Properly filled-in Priced BOQs in excel as well as in hard form as per the format with company stamp and signature should be uploaded into e-Tendering system); ▪ Bidder must provide audit reports of last five years 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21. The annual average turnover will be calculated on the basis of audit reports. ▪ Implementation Timetable of the project; and well-defined work schedule for the project. ▪ C.Vs of the project personnel including the qualification and experience of the Team Leader and all other personnel to be assigned to the Project. refer to section 4 technical requirements. ▪ Statement that bidder is not listed in the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council; ▪ Valid Certificate of Registration with PEC for year 2022; Bidder must provide evidence (Payment Deposit Slip) that renewal of PEC 2023 is applied.

Form C: Joint Venture/Consortium/Association Information Form

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

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

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

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

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

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

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

FORM D: ELIGIBILITY AND QUALIFICATION FORM

Bidder must incorporate all information in this form. UNDP may validate the information provided by the bidder in this Form.

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

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

History of Non- Performing Contracts

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

Litigation History (including pending litigation)

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

Previous Relevant Experience

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

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

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

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

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

Financial Standing

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

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

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

- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;

Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM E: FORMAT OF TECHNICAL BID

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP-ITB-2022-234- Construction/Rehabilitation of WASH facilities in 90 markets of Khyber, South Waziristan and North Waziristan and 02 Water Filtration Plants in Khyber district only.		

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

SECTION 2: Scope of Supply, Technical Specifications, and Related Services

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

Goods and services to be Supplied and Technical Specifications	Compliance with technical specifications		Delivery Date 04 Months from The Contract Signing <i>(confirm that you comply or indicate your delivery date)</i>
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>	
<input checked="" type="checkbox"/> Detail of Projects in Hand/In Progress. Attach Form G-1 (Projects in Hand/In Progress) Must Meet Requirement (Y/N).			

Detail of Projects in Hand/In Progress. Attach Form G-1 (Projects in Hand/In Progress) Must Meet Requirement (Y/N).			
Appropriateness of the Implementation Timetable to Project Schedule; Attach Form G-2 (Work Programme) Must Meet Requirement (Y/N).			
The Contractor shall engage competent workers to achieve the workmanship stated in the tender documents. (Attach Form G-3 Personnel Commitment FORM) Must Meet Requirement (Y/N);			
Full Compliance as per (Attach Form G-4 Equipment Commitment Form) Must Meet Requirement (Y/N);			

SECTION 3: Management Structure and Key Personnel

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

FORMAT FOR CV OF PROPOSED KEY PERSONNEL

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

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

Signature of Personnel

Date (Day/Month/Year)

FORM E: PRICE SCHEDULE FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP-ITB-2022-234- Construction/Rehabilitation of WASH facilities in 90 markets of Khyber, South Waziristan and North Waziristan and 02 Water Filtration Plants in Khyber district only.		

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

International Bidders to Insert Currency as (USD) in below table(s)

PACKAGE-1 (South Waziristan)

S. No.	Description of Scheme	Scheme Type	Bid Price in PKR or USD
1	Nazar Khel Market	WASH facilities in Markets	
2	Spinkai Market		
3	Ganra Kach Market		
4	Ahmad Wam Market		
5	Shah Khel Market		
6	Adeera Mela Market		
	Total Price Package-1:		

PACKAGE-2 (South Waziristan)

S. No.	Description of Scheme	Scheme Type	Bid Price in PKR or USD
1	Maidan Kali Market	WASH facilities in Markets	
2	Ladha Market		
3	Saam Market		
4	Pirano Market		
5	Salarogha Market		
6	Momi Karama Market		
7	Faqir Saray Market		
8	Gega Khel Market		
	Total Price Package-2:		

PACKAGE-3 (South Waziristan)

S. No.	Description of Scheme	Scheme Type	Bid Price in PKR or USD
1	Torwam Zafran Market	WASH facilities in Markets	
2	Torwan Zafran Taxi Stand		
3	Ahmad Gul Kalay-I Market		
4	Ahmad Gul Kalay-II Market		
5	Warza Market		
6	Siplatoi Market		
7	Madina Moor Market		
8	Shahoor Market		
	Total Price Package-3:		

PACKAGE-4 (South Waziristan)

S. No.	Description of Scheme	Scheme Type	Bid Price in PKR or USD
1	Mula Khan Saray Market	WASH facilities in Markets	
2	Mula Khan Saray Taxi Stand		
3	Shinwarsak Market		
4	New Raghzai Market		
5	Toor Raghzai Market		
6	Barwand Market		
7	Barwand Taxi Stand		
8	Nazre Nar Market		
	Total Price Package-4:		

PACKAGE-5 (North Waziristan)

S. No.	Description of Scheme	Scheme Type	Bid Price in PKR or USD
1	Daud Jan Market	WASH facilities in Markets	
2	MCO Emarki Kalay Market No 1		
3	MCO Emarki Kalay Market No 2		
4	MC Sahib Rehman Market		
5	MCO Tochi Market		
6	Meena Market		
7	Ali Khel Bazar		
8	MCO Ali Khel Market & Taxi Stand		
	Total Price Package-5:		

PACKAGE-6 (North Waziristan)

S. No.	Description of Scheme	Scheme Type	Bid Price in PKR or USD
1	Edak Sabzi Maandi	WASH facilities in Markets	
2	Arif Market		
3	Sher Khel Market-1		
4	Sher Khel Market -2		
5	Sher Khel Market-3		
6	Darpa Khel Fruit and Vegetable Mandi-1		
7	Darpa Khel Fruit and Vegetable mandi-2		
8	Darpa Khel Fruit and Vegetable Mandi-3		
	Total Price Package-6:		

PACKAGE-7 (North Waziristan)

S. No.	Description of Scheme	Scheme Type	Bid Price in PKR or USD
1	Spin Wam Market & Taxi Stand	WASH facilities in Markets	
2	Spin Wam Bazaar		
3	Shewa Alam Khel Darizinda -2		
4	Shewa Alam Khel Darizinda -1		
5	Amjad Market		
6	Cattle Mandi Mir Ali		
7	Cattle Mandi Market		
8	Tariq Market		
	Total Price Package-7:		

PACKAGE-8 (North Waziristan)

S. No.	Description of Scheme	Scheme Type	Bid Price in PKR or USD
1	Bostan Market	WASH facilities in Markets	
2	Mustafa Market Mir Ali		
3	Noor Shah Jahan Market		
4	Razmak Bazar-1		
5	Razmak Bazar-2		
6	Razmak Bazar-3		
	Total Price Package-8:		

PACKAGE-9 (Khyber)

S. No.	Description of Scheme	Scheme Type	Bid Price in PKR or USD
1	MZT block A&B	WASH facilities in Markets	
2	MZT block C&D		
3	MZT block E&F		
4	Bus Stand-01		
5	Bus Stand-02		
6	Bus Stand-03		
7	Water Filtration Plant-I		
	Total Price Package-9:		

PACKAGE-10 (Khyber)

S. No.	Description of Scheme	Scheme Type	Bid Price in PKR or USD
1	Maryan Khel Market	WASH facilities in Markets	
2	Malak Khel Market		
3	Qayyum Market		
4	Gul Market Bara Bazar		
5	Jan Market Bara Bazar		
6	Cattle Market -01		
7	Cattle Market-02		
	Total Price Package-10:		

PACKAGE-11 (Khyber)

S. No.	Description of Scheme	Scheme Type	Bid Price in PKR or USD
1	Karna Khel-01 Market	WASH facilities in Markets	
2	Karna Khel-02 Market		
3	Karna Khel-03 Market		
4	Makka Market		
5	Madina Market		
6	Khyber Market		
7	Awami Market		
8	Karna Khel Mustariqa Market		
9	Water Filtration Plant-II		
	Total Price Package-11:		

PACKAGE-12 (Khyber)

S. No.	Description of Scheme	Scheme Type	Bid Price in PKR or USD
1	Wand Khel Market	WASH facilities in Markets	
2	Alam Khel Market		
3	Shahi Khel Market		
4	Umar Khel Market		
5	Gudi Khel Market		
6	Insaf Market Baz Garah		
7	Shiekhan Market Baz Garah		
8	Malak Jan Market Baz Garah		
9	Kula Khel Market Kohi Bara		
	Total Price Package-11:		

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

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

Note: The Price should be inclusive of applicable Tax (if Any). UNDP will not deduct any amount nor provide any tax exemption to the bidder

Form G– 1 Projects in Hand/In-Progress

Complete information about all projects in progress

S. No.	Name of the Employer / Client	Name and location of project	Amount of the contract (PKR)	Project start Date	scheduled completion Dates	Project type: B uilding, S ewage, W ater, R oads, etc	Completion percentage (%)	Name of the assigned staff (provide separate list assigned with each project)

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

Form G-2: Work Programme

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

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	1	2	3	4	5	6	7							
Mobilise Personnel and Equipment; and set-up Site Facilities																																																	
1.1																																																	
1.2																																																	
Construction works																																																	
2.1																																								<i>Add Weeks as necessary</i>									
2.2																																																	
2.3																																																	
2.4																																																	
2.5																																																	
2.6																																																	
Demobilise Personnel and Equipment; remove Site Facilities; and restore Site to original condition.																																																	
3.1																																																	

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

Form G-3: Key Personnel Commitment Form

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

To: UNDP

KEY PERSONNEL COMMITMENT FORM

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

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

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

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

Form G-4: Equipment Commitment Form

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

To: UNDP

EQUIPMENT COMMITMENT FORM

Subject: Invitation to Bid Construction of 2 Male Students Barracks and Female Hostel (Package 2) at Police Training College (PTC) Quetta

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

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

Equipment	Information on the equipment				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:

FORM H: 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]

SECTION 7: FORM FOR PERFORMANCE SECURITY

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date
Name of Bank
Address