

#### **INVITATION TO BID**

ITB: For the Construction works on: Construction & Civil works for the upgrade of the Albanian Seismic Network with 10 new stations, part of Resilience Strengthening in Albania – RESEAL Project

Project: Construction & Civil works for the upgrade of the Albanian Seismic Network with 10 new stations

Country: Albania

Issued on: 16 August 2022



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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:

Section 1 - This Letter of Invitation

Section 2 - Instructions to Bidders

Section 3 - Bid data Sheet

Section 4 - Evaluation Criteria

Section 5 - Schedule of requirements and Technical Specification

Section 6 - Returnable Bidding Forms

- o Form A: Bid Submission Forms
- o Form B: Bidder Information Form
- o Form C: Joint/Venture/Consortium/ Association Information Form
- o Form D: Eligibility and Qualification Form
- o Form E: Format of Technical Bid
- o Form F: Price Schedule
- Form G: Form of Bid Security

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

Please acknowledge receipt of this ITB by using the "Accept Invitation" function in eTendering system. This will enable you to receive amendments and updates to the ITB. Should you require further clarification, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for the queries on this ITB.

Please find the link for all procurement guides and videos:

https://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/

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

Nuno Queiros

peputy Resident Representative

#### A. GENERAL PROVISIONS

#### 1. Introduction

- Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a>
- 1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
- 1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.
- 1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (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.

# 2. Fraud & Corruption, 2.1 Gifts and Hospitality

- UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti</a>
- 2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
- 2.3 In pursuance of this policy, UNDP:
  - (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question:
  - (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
- 2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>

### 3. Eligibility

- 3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
- 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their

employees meet the eligibility requirements as established by UNDP.

#### 4. Conflict of Interests

- 4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Technical Specifications, 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 such conflict exists.
- 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:
  - a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and
  - b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.
     Failure to disclose such information may result in the rejection of the Bid or Bids affected by the non-disclosure.
- 4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.

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

# 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.

#### Language

7.1 The Bid, as well as 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	<ul> <li>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</li> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Bid Format and Content	10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
	10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
	10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11. Price Schedule	11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
	11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12. Bid Security	12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
	12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.
	12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.
	12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.
	12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:
	<ul> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> </ul>

- b) In the event the successful Bidder fails:
  - i. to sign the Contract after UNDP has issued an award; or
  - to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.

#### 13. Currencies

- 13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:
  - UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and
  - b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

### 14. Joint Venture, Consortium or Association

- 14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
- 14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
- 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.
- 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
- 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
  - Those that were undertaken together by the JV, Consortium or Association; and
  - Those that were undertaken by the individual entities of the JV, Consortium or Association.
- 14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
- 14.7 JV, Consortium or Associations are encouraged for high value, multi-

		sectorial requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Bid	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.
	15.2	<ul> <li>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</li> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>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;</li> <li>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.</li> </ul>
16. Bid Validity Period	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.
	16.2	During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Bid Validity Period	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.
	17.2	If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	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.
18. Clarification of Bid (from the Bidders)	18.1	Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	18.2	UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3	UNDP shall endeavor 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.
19. Amendment of Bids	19.1	At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, Modify

- the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
- 19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.

#### 20. Alternative Bids

- 20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.
- 20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"

#### 21. Pre-Bid Conference

21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall Modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.

#### C. SUBMISSION AND OPENING OF BIDS

#### 22. Submission

- 22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.
- 22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
- 22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.

### Hard copy (manual) submission

- 22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
  - a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.
  - (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which\_shall:
    - i. Bear the name of the Bidder;
    - ii. Be addressed to UNDP as specified in the BDS; and
    - Bear a warning not to open before the time and date for Bid opening as specified in the BDS.

	If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.
Email and eTendering	22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:
submissions	<ul> <li>Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> </ul>
	<ul> <li>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.</li> </ul>
	Detailed instructions on how to submit, Modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a>
23. Deadline for Submission of Bids and Late Bids	23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the actual date and time that the bid was received by UNDP
	23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.
24. Withdrawal, Substitution, and	24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification of Bids	24.2 Manual and Email submissions: A bidder may withdraw, substitute or Modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or Modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	eTendering: A Bidder may withdraw, substitute or Modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or Modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.
	24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	<ul> <li>UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</li> <li>The Bidders' names, Modification's, 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.</li> </ul>

25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.

#### D. EVALUATION OF BIDS

#### 26. Confidentiality

- 26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
- 26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.

#### 27. Preliminary Examination

27.1 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.

#### 28. Evaluation of Bids

- 28.1 UNDP will conduct the evaluation solely on the basis of the Bids received.
- 28.2 Evaluation of Bids shall be undertaken in the following steps:
  - 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

Detailed evaluation will be focused on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary.

## 29. Evaluation of Eligibility and Qualification

- 29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
- 29.2 In general terms, vendors that meet the following criteria may be considered qualified:
  - They are not included in the UN Security Council 1267/1989
     Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;
  - They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,
  - 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;
  - They can 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

# 30. Evaluation of Technical Bid and prices

30.1 The evaluation team shall review and evaluate the Technical Bids based on their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.

### 31. Due diligence

- 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:
  - 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:
  - 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 of 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

- 32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.
- 32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.
- 32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.

#### 33. Responsiveness of Bid

- 33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.
- 33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

### 34. Nonconformities, Reparable Errors and Omissions

- 34.1 Provided that a Bid is substantially responsive, UNDP may waive any nonconformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.
- 34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 34.3 For the bids that have passed the preliminary examination, UNDP shall check, and correct arithmetical errors as follows:
  - a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line-item total as quoted shall govern and the unit price shall be corrected;
  - if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
  - c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

#### E. AWARD OF CONTRACT

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

	https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Gu arantee%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 <a business="" content="" en="" home="" href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP-POPP DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Payment%20and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default&lt;/a&gt;&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;43. Liquidated Damages&lt;/td&gt;&lt;td&gt;43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;44. Payment Provisions&lt;/td&gt;&lt;td&gt;Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;45. Vendor Protest&lt;/td&gt;&lt;td&gt;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: &lt;a href=" http:="" procurement="" protest-and-sanctions.html"="" undp="" www.undp.org="">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a>
46. Other Provisions	<ul> <li>46.1 If the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</li> <li>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</li> <li>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15</a></li> </ul>

### SECTION 3. BID DATA SHEET

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference/Site Visit	Will be Conducted  24 August 2022; 11:00 hrs Tirana time <a href="https://undp.zoom.us/j/85927809400?pwd=cSt4bVRZM2FIUnNyRGVVWXILcmx2dz09">https://undp.zoom.us/j/85927809400?pwd=cSt4bVRZM2FIUnNyRGVVWXILcmx2dz09</a>
5	16	Bid Validity Period	90 days
6	13	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will not be imposed
9	40	Performance Security	Not Required
10	12	Currency of Bid	Local currency Albanian Leke
11	31	Deadline for submitting requests for clarifications/ questions	7 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Procurement Unit E-mail address: procurement.al@undp.org Please specify the event ID in the subject of your email.

13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	As indicated in eTendering system.  05 September 2022; 14.00 hrs. (local time)  Note: eTendering system is in New York time zone. In case of any discrepancies in deadline, the one indicated in eTendering system prevails.
15	22	Allowable Manner of Submitting Bids	□ Courier/Hand Delivery □ Submission by email ☑ e-Tendering only Bids not sent in eTendering system will not be considered. This procurement process is being conducted through the online tendering system of UNDP. Bidders who wish to submit an offer must be registered in the system. Visit this page for system user guides and videos in different languages: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a> If already registered, go to <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> and sign in using your <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> and sign in using your <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> (attached): <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> •Username: event. guest •Password: why2change
16	22	Bid Submission Address	https://etendering.partneragencies.org
17	22	Electronic submission (email or e-Tendering) requirements	<ul> <li>Format: PDF files and the Priced BOQ in excel format in addition to the signed and stamped PDF file</li> <li>File names must be named in English language and be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Max. File Size per transmission: 35Mb</li> <li>Documents which are required in original (such as Bid Security) should be sent to the UNDP address from BDS</li> </ul>

			No. 6 with a PDF copy submitted as part of the electronic submission. Other documents need to be uploaded directly in the system. UNDP reserves the rights to ask for originals during the evaluation.
18	25	Date, time and venue for the opening of bid	Bidders will receive an automatic notification from eTendering system after bidding is closed.
19	27, 36	Evaluation Method for the Award of Contract	Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and Lowest price offer of technically qualified/responsive Bid per ITB.
20		Expected date for commencement of Contract	15 September 2022
21		Maximum expected duration of contract	90 calendar days, starting from the date on which the Contractor is given Access to the Site and receive a notice from the UNDP Engineer to commence the Works and ending on the date of substantial completion of Works stated in the Certificate of Substantial Completion.
22		Covid-19 precautions and measures	During implementation of the works, all national guidelines on Covid-19 must be followed. The Contractor must ensure that the required precautions are followed by all workers including social distancing and use of protective measures.
23	35	UNDP will award the contract to:	One Proposer Only
24	39	Type of Contract	Contract for Civil Works <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
25	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works http://www.undp.org/content/undp/en/home/procuremen t/business/how-we-buy.html
26		Other Information Related to the ITB	The payment will be made on work-done basis as per stations completed, that will be verified and endorsed by the end beneficiary.
			Payment Terms:  30 % upon completion of the first 3 seismic stations; 40 % upon completion of the other 4 seismic stations; 30 % upon completion of the final 3 seismic stations;

#### 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 to evaluated by the evaluation team	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  Updated National Registration Center extract (QKB) issued within the last month (30 days).  Certificate from the
		tax office that certifies the company has no fiscal obligations issued within the last month (30 days).
Certificates and Licenses	<ul> <li>Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> </ul>	

QUALIFICATION	<ul> <li>Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>Export/Import Licenses, if applicable</li> <li>Certified copy of Company's registration and professional license to perform required works, issued by respective Albanian Authorities for Albanian Bidders or equal licenses issued by respective authorities for foreign companies. All above license points are as per Albanian Construction Licenses, issued by Ministry of Infrastructure and Energy or other Authorities in Albania</li> <li>Personnel:</li> <li>Civil Engineer with minimum 10 (ten) years' experience with a valid employment contract, CV, relevant diploma, and certificates.</li> <li>Site Manager – Civil Engineer, Architect or Geologist to act as construction site engineer with minimum 5 (seven) years of experience with a valid employment contract, CV, relevant diploma and certificates.</li> <li>At least 3 civil workers with minimum of 2 years of work experience in civil constructions and similar works as per terms required, with a valid employment contract, CV, relevant diploma and certificates.</li> <li>For JV/Consortium/Association, all Parties cumulatively should meet the above requirements, but each party of the JV/Consortium/Association must submit the relevant staff as per the JV percentage agreement).</li> <li>All the documents submitted for the above listed staff and personnel shall be translated in English.</li> </ul>	
History of Non-	Non-performance of a contract did not occur as a result of	Form D: Qualification
Performing Contracts <sup>1</sup>	contractor default for the last 3 (three) years.	Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 (three) years.	Form D: Qualification Form
Previous Experience	Minimum 5 (five) years of relevant experience.	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of 2 000 000 ALL for the last 3 (three) years.  (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.	Form D: Qualification Form

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

	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.  Price comparison shall be based on the bill of quantities and the total cost of the bill as per detailed and required specifications.  Comparison with budget/internal estimates.	Form F: Price Schedule Form

Note: All the Forms must be submitted as per the template provided in the solicitation documents and no deviation should be made.

UNDP reserves the right to request additional documentation to the Bidders to substantiate their offers if deemed necessary before taking the final decision.

# SECTION 5A: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS/BILL OF QUANTITIES

#### Project background

Albania is a disaster-prone country. The four main hazards affecting the country are earthquakes, floods, forest fires and landslides. The International Disaster Database (EM-DAT) shows that, during 1979-2019, floods accounted for the major share of disaster events (38%), followed by earthquakes (15%). According to the annual World Risk Report (BEH-IFHV, 2020), which calculates the Disaster Risk Index due to earthquakes, storms, floods, droughts and sea-level rise for 181 countries in the world based on exposure and vulnerability (susceptibility, and coping and adaptive capacities), Albania has a high-risk index and ranks first in Europe and 60st in the world.

Disasters have a significant impact on economic performance and may affect the country's macroeconomic situation. The most important macroeconomic effects are those that affect GDP, production, the current account balance, indebtedness and public finance. Compounded with the lack of catastrophe insurance, these risks can have devastating effects on Albania's population, its economy and its growth prospects. Processes such as urbanization, globalization, climate change and reliance on technologically based and interdependent infrastructure have the potential to significantly increase risks, direct and indirect costs, and the complexity of managing disasters that Albanians could face in the future.

The potential losses in Albania from a disaster with a 250-year mean return period are estimated at EUR 2.08 billion for earthquakes and EUR 1.18 billion for floods (World Bank, 2014). Albania is at high risk of forest fires, particularly in the dry summer season. More than 95% of events are small (less than 100 ha burned) and account for more than 40% of the total burned area, while big events are relatively rare (5% of the total burned area). Albania is characterized by land instability caused by natural and anthropogenic factors. 33.6% of its territory is relatively stable and 9.8% is unstable (UNDP, 2003).

The Albanian strategy on Civil Protection (CP) and Disaster Risk Reduction (DRR) is formulated in the National Strategy for Development and Integration 2015-2020 (DCM 348/2016) as well as in the National Security Strategy (L. 103/2014). Just before the earthquake, the Government of Albania (GoA) adopted the new law "On Civil Protection" (L. 45/2019), which replaced the Law 8756/2001 "On Civil Emergencies" and established, under the Ministry of Defense (MoD), the National Civil Protection Agency (NCPA), previously General Directorate of Civil Emergencies under the Ministry of Interior (Mol). The new law provides a solid framework for promoting disaster risk reduction. The law requires preparation and adoption of National and municipal DRR Strategies, as well National and Local Disaster Risk Assessments and Civil Emergency Plans, with special attention given to gender, marginalized and other vulnerable groups.

The main goal is to support the Government of Albania in strengthening Disaster Risk Reduction capacities in the country by developing the National Disaster Risk Reduction Strategy through an inclusive process, in line with the recommendations of the Sendai Frame for DRR, UN Sustainable Development Goals and the National Development Goals of Albania in the frame of the EU accession.

The project is is in line with the Albania SDG Acceleration Fund, which aims to finance actions that will accelerate Albania's achievements of its commitments to SDGs to the four areas of the GoA- UN Programme of Cooperation for Sustainable Development 2017-2021, and closely linked with priorities of Government 2016-2020, NSDI II, EU Accession Agenda and Agenda 2030. The SDG Acceleration Fund will complement UN agencies core funding resources that are committed to the implementation of the PoSCD 2017-2021.

The Albanian seismic network (ASN) has operated as a local seismic network until 2006. With installation of the broadband seismic stations moving towards the digital technology, since 2006 it took an important role also in the regional and international cooperation. Although it has been a contributor at the International Seismological Center (ISC) since 90-s, it was only recently that ASN was asked to be a member with full right at this organization, offer which is still under decision. It has been member of the European Seismological Center (EMSC) and of the International Organization for the monitoring and banning the Nuclear Explosions (CTBTO), since 2003. Actually, Department of Seismology and IGEO, serves as a National Data Centre.

Due curse significant technological improvements have taken place partly supported by the state budget, like the project of ex-Institute of Seismology to build a local seismic network based on strong motion sensors and digital technology of recording and data transfer through a VSAT system, which is still mostly operational, besides the way of data transmitting. The major contribution came through the international projects such has been the NATO SfP program. Within the framework and support of two such a project, the strong motion network was built and now it is operational and sustain strong motion data recording, archiving and processing based on 16 accelerometric stations streaming in real time to the Data Centre. These data serve as open data and feed important European Data Nodes like EIDA. In the same way all the earthquake data are open data and shared to many contributors and collaborators in the European and Global seismology.

The November 26, 2019 (Mw6.4) evidenced many problems related with the prompt reaction and processing capabilities of ASN. Some stations were facing stream interruption due to the lack of GPS upgrade after more than 10 years of permanent and uninterrupted operation. The aging of the technology influenced the dataflow in a crowded situation in case of seismic emergency, as well as the quantity, quality and the thematic of parametric outputs due to the software constraints. The sparse network does influence the detection and the quality of the solutions, while there are areas not properly covert with seismic monitoring, increasing their probability to have an unknown pattern of seismicity, thus seismic hazard. Lesson learned in this event was mainly the need for an immediate and appropriate improvement of the Albanian seismic network and the processing capabilities.

The backbone of the Albanian Seismographic Network (ASN) are the broadband week motion stations, installed to cover the entire territory of the country and simultaneously to ensure a complete seismic monitoring of the active tectonic macro-structures in Albania. Through this support and assistance, the ASN managed by IGEWE, will upgrade its capacities in monitoring, locating, publishing, and archiving of local earthquake's data and characterizing the natural seismicity of the country.

For this purpose, the required service acquired by the UNDP projects is seeking to support Albanian Institute of Geoscience (IGJEO) to install 10 new stations as per approved locations and support national institutional capacities on seismic data collection, processing and sharing. The work will be assisted by IGJEO's experts to fulfil and meet the required standards for seismic stations.

Excerpts from the project design, Bill of Quantity (BoQ) and drawings/plans with all needed details are provided as separate files. The bidders are not allowed to change the existing works description, quantities, nor add new items, etc. in the BoQ.

The bidder must submit the BoQ in PDF signed and sealed.

### TECHNICAL SPECIFICATIONS/BILL OF QUANTITIES

#### Construction works for the upgrade of the Albanian Seismic Network with 10 new stations

Department of Seismology, part of Institute of Geosciences in Albania, is responsible for monitoring and reporting earthquake activity in the country on a 24X7 basis. The earthquake information and data are supplied to various users including state and central government authorities responsible for disaster mitigation and relief and rescue operations, etc. Department of Seismology (DS) has in its archive earthquake data spanning over decades and is the main repository to support research in Seismology. DS is presently maintaining the Albanian Seismological Network (ASN): the week motion network (AWMN), comprising 10 stations equipped by three-axial broadband velocimeters, 24 bit ADC-s, transmitting remotely to the Central Data Center in Tirana via radio-link telemetry, 3G or coaxial/optical fibre; the strong motion network (ASMN), comprising 17 stations equipped by three- axial broadband, high dynamic level accelerometers, 24 bit ADC-s, transmitting remotely via radio- link, 3G or coaxial/optical fibre, as well; the geodynamic network (AlbGNSS) comprising 8 permanent GNSS stations. It is intended to expand the seismic monitoring capabilities, through Upgradation of National Seismological Network to spatially densify the gap areas in the country to improve the detection threshold. The existing Albanian Week Motion Network (AWMN) will expand with 10 new seismic stations, foreseen to extend and to increase the density of the actual seismic network with short period sensors. The aim of such a solution is to increase the detectability of small events, improve location and cross correlation with BB signal.

The scope of these Technical Specifications includes the required civil works for the construction of the new seismic stations, as follows:

#### A. Cabin

- ✓ The new stations will be housed within small cabins on the top of the concrete basements. Cabins with sandwich panels shall have base dimensions of 2.5m x 1.5m, height 2m and fulfil the thermal and acoustic isolation criteria.
- ✓ Be painted a light colour, preferably white, that will reflect as much sun as possible, particularly in hot regions.
- ✓ The cabin parts should be firmly fixed to each other, so they will not swing and vibrate in strong winds, which can totally ruin seismic records.
- ✓ The cabin should retain its integrity when acted upon seismic, wind and snow loads.

#### B. Vault construction:

- ✓ The pier should have a platform of dimensions 1X1m with a height of 0.5m above ground and extending to a depth up to bed rock or hard soil level (or a maximum depth of 3m from the ground surface). The pier should have proper moat of 15cm all around the pier right from base of the pier to the ground surface. It should be very flat on the top to avoid drifting or inclination induced seismic noise.
- ✓ Sand aggregates used for concrete should be homogenous, fine-grain, and of uniform size rather than of varying size as in the usual concrete mixture. It is recommended sieved sand

with 50% Portland cement. After the pier is poured, the concrete must be vibrated to remove any trapped air.

- ✓ The design of the vault should conform the Eurocode Normative.
- ✓ Proper electrical grounding and lightning protection for all field equipment and minor works for installation of seismic equipment.
- ✓ The concrete quality, the joints between sections and an appropriate water drainage system should provide a watertight condition.

#### C. List of Sites

There should be scope to make slight changes in the location of field stations at the time of placing the order to finally selected bidder. However, IGEO will identify the sites well in advance, before the scheduled installation date and allow the Bidder to perform a site inspection to verify the appropriateness of the sites before the Bidder begins Site Preparation Work and the installation procedure.

City	Location	Lat	Lon
Malesi e Madhe	Razem	42.339020	19.544960
Durres	Shkembi i Kavajes	41.281286	19.521386
Librazhd	Stebleve	41.325132	20.396866
Burrel	Burrel	41.602390	20.004360
Maliq	Moglice	40.694808	20.443803
Pogradec	Tushemisht	40.901699	20.723005
Elbasan	Belsh	40.970766	19.912661
Permet	Permet	40.228596	20.351416
Vlore	Peshkepi	40.467751	19.587529
Vlore	Palase	40.165804	19.623852

#### D. Delivery Schedule

Construction of seismic piers to house the seismic sensor at the required field stations should be completed before installation of stores. Seismometers must be firmly fixed to the seismic pier, so thatthey should not shift or move during large events.

#### E. Schematic representation of the station

The new stations will be housed within small cabins on the top of the concrete basements and an indicative schematic representation of the required seismic station is depicted in *Figures 1,2*.

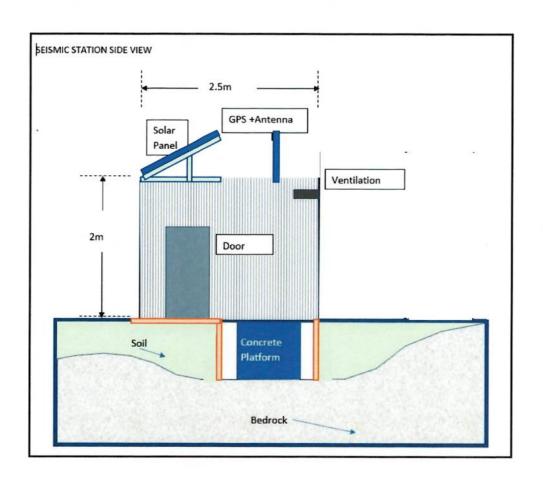


Figure 1. Seismic station side view

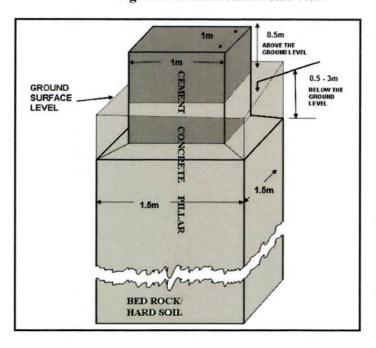


Figure 2. Seismic station pillar

# **BILL OF QUANTITIES**

A summary of the works description required within the scope of this project are presented in the following table:

The following works DESCRIPTION are per 1 station. It is required the work for 10 stations in total.

NO.	WORKS DESCRIPTION	UNIT	QUANTITY	PRICE/UNIT	VALUE
1	Soil excavation for foundation	m3	7.3		
2	Soil and construction material transportation, auto up to 4.0 km	m3	7.3		
3	Concrete layer t=15cm C 12/15 (plan dim: 260x160 cm)	m3	0.624		
4	Metallic mesh reinforcement- concrete floor: grid 15X15 cm, 8mm diameter	m2	4.16	*	
5	Concrete platform 1×1×3m	m3	3		
6	Prefabricated rectangular hollow RC sections C 25/30 for slope stability (plan dim: 160x160x12cm, and H=~2m)	ml	2.5		
7	Cabin with sandwich panels for thermal and acoustic isolation Size: 2.5m x 1.5m, height 2m Structure: Galvanized sheet metal painted with baking in the oven Wall and cover: PUR sandwich panel, min t=40mm 1 aluminum door	Unit	1		
	SUBTOTAL FOR 1 STATION	Unit	1		
	TOTAL NUMBER OF STATIONS REQUIRED	Unit	10	(Price of subtotal for 1 station)	
	Contingency 5 %	N/A			
	VAT 20 %	N/A			
	TOTAL PRICE				

# SECTION 5B: OTHER RELATED REQUIREMENTS

Exact Location							
	No.	Municipality	Location	Code	Latitude	Longitude	
	1	Malesi e Madhe	Razem	RZM	42.339020	19.544960	
	2	Durres	Shkembi i Kavajes	DRSH	41.281286	19.521386	
	3	Librazhd	Stebleve	STB	41.325132	20.396866	
	4	Burrel	Burrel	BUR	41.602390	20.004360	
	5	Maliq	Moglice	MOG	40.694808	20.443803	
	6	Pogradec	Tushemisht	TUS	40.901699	20.723005	
	7	Elbasan	Belsh	BEL	40.970766	19.912661	
	8	Permet	Permet	PER	40.228596	20.351416	
	9	Vlore	Peshkepi	PES	40.467751	19.587529	
	10	Vlore	Palase	PAL	40.165804	19.623852	
Commencement of work	The Contractor shall commence work within 7 days from the date of contract signature.						
Warranty	12 Months after the construction works have been completed, and final certificate hand over is issued by end beneficiary, IGJEO.  The warranty period, for construction work and for the equipment installation will be verified on a joint site visit with UNDP Project team, IGJEO and National Civil Protection Agency representative.						
Pricing	The contract is based on unit price, and the final price of the Contract will be determined on the basis of actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the IGJEO experts and the unit prices contained in the Contractor's financial proposal.  fixed and are not subject to any variation whatsoever. Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the local market prices at the time of bids preparation. In case of unbalances pricing (i.e. despite an acceptable total evaluated price, the price of one of more BoQ line items is significantly over- or underpriced), UNDP have the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable risk to UNDP).						
Payment Terms	The contractor shall submit invoices for the work performed as per completion of the seismic stations. The final payment invoice will be paid upon to the works completed in according to the BoQ and technical specification. Before the final payment the following must have been finalized: (i) final report on work completion must be submitted, (ii) handover and acceptance from end beneficiary (iii) The final handover certificate of the project is completed. All the above documents must be signed and approved by the end beneficiary (IGJEO).						

# 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 Instructions to Bidders 22.

#### **Technical Bid:**

Have	you duly completed all the Returnable Bidding Forms?	
	Form A: Bid Submission Form	$\boxtimes$
	Form B: Bidder Information Form	$\boxtimes$
	Form C: Joint Venture/Consortium/ Association Information Form	$\boxtimes$
	Form D: Qualification Form	
	Form E: Format of Technical Bid/Bill of Quantities	$\boxtimes$
	Form G: Form of Bid Security	
	[Add other forms as necessary]	
	you provided the required documents to establish compliance with the ation criteria in Section 4?	$\boxtimes$

## Price Schedule:

	Form F: Price Schedule Form.	$\boxtimes$
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#### FORM A: BID SUBMISSION FORM

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

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

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

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

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future; The bidder must prove it by providing documents issued by the Court, stated that the company or the Joint venture Companies have not declared the bankruptcy and are not under investigation.
- f) undertake not to engage in prescribed 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 works 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:	Ta .
[Stamp with official stamp of the Bidder	

# FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]			
Legal address	[Complete]			
Year of registration	[Complete]			
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]			
Are you a UNGM registered vendor?	☐ Yes ☐ No If yes, [insert UGNM vendor number]			
Are you a UNDP vendor?	☐ Yes ☐ No If yes, [insert UNDP vendor number]			
Countries of operation	[Complete]			
No. of full-time employees	NA			
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	NA			
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):	NA			
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	NA			
Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	NA			

Is your company a member of the UN Global Compact	NA
Contact person that UNDP may contact for requests for clarifications during Bid evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul> <li>Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured</li> <li>Certificate of Incorporation/ Business Registration</li> <li>Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li>Trade name registration papers, if applicable</li> <li>Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</li> <li>Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidence of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures</li> <li>Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.</li> <li>Export Licenses, if applicable</li> <li>Local Government permit to locate and operate in assignment location, if applicable</li> <li>Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>Certificate of registration</li> </ul>

# FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Nam	e of Bidder:	[Insert Name of Bi	dder]			Date	e: Select o	date	
ITB r	eference:	[Insert ITB Referer	ice Numbei	r]					
	oe completed re/Consortium/	and returned w Association.	vith your	Bid	if the	Bid is	submitted	l as a	a Joint
No		rtner and contac hone numbers, fax i				ype of go	ion of resp ods and/or		
1	[Complete]				[Comple	te]			
2	[Complete]				[Comple	te]			
3	[Complete]				[Comple	te]			
We ha likely joint v	ave attached a c legal structure c venture: ter of intent to f	tract execution) opy of the below re of and the confirmation		t and	severable	liability o		bers of t	the said
We he		at if the contract is a verally liable to UND							ociation
Nam	e	of	partner:	Name	е	0	f	pa	artner:
Signa	ature:			Signa	ture:				
Date	:			Date:					
Nam	e	of	partner:	Name	e	0	f	pa	artner:
Signa	ature:			Signa	ture:				
Date				Date					

# Form D: Eligibility and Qualification Form

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

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

# **History of Non- Performing Contracts**

□Non-p	erforming contracts did	d not occur during the last 3 years	
□ Contra	act(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)

☐ No li	tiga	tion history fo	or the la	ast 3 years	
□ Litiga	atior	n History as in	dicated	d below	
Year dispute	of	Amount dispute (in l	in JS\$)	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.

	Client & Reference Contact Details	Contract Value	Period activity status	Types of activities undertaken

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

 $\hfill\square$  Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

# **Financial Standing**

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

# Form E: Format of Technical Bid

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

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

#### SECTION 1: Bidder's qualification, capacity and expertise

- 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.

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

3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions

- and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

# **Format for CV of Proposed Key Personnel**

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
Qualifications	[Insert]
Professional	[Provide details of professional certifications relevant to the scope of goods and/or services]  Name of institution: [Insert]
certifications	<ul><li>Date of certification: [Insert]</li></ul>
Employment Record/ Experience	[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five (5) years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]
	[Insert]
	[Provide names, addresses, phone and email contact information for two (2) references]
References	Reference 1: [Insert]
	Reference 2: [Insert]
	at to the best of my knowledge and belief, the data provided above correctly my experiences, and other relevant information about myself.
Signature of Personnel	Date (Day/Month/Year

## FORM F: Price Schedule Form

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

## The Bidder is required to prepare the Price Schedule following the below instructions:

Bill of Quantities has been attached as a separate excel document (Section 5/A). Bidders shall complete and submit the Bill of Quantities along with their Bid, in PDF signed and sealed and also in excel version.

This Bill of Quantities is an itemized breakdown of the works to be carried out, indicating a quantity for each item and the corresponding unit price. The quantities set out in this Bill of Quantities are estimated quantities. The amounts due shall be determined through the measurement of the actual quantities of the works executed and by applying the unit rates to the quantities executed for the respective items.

The prices inserted in the Bill of Quantities are to be the full inclusive values of the works described under the items, including all costs and expenses which may be required in and for the construction of the works described together with any temporary works and installations which may be necessary, and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. It will be assumed that establishment charges, profit and allowances for all obligations are spread evenly over all the unit rates. In the bill of quantities, rates and prices shall be entered by the Bidder in the appropriate columns in ALL. Unit Rates shall include the overheads.

#### **Summary Table**

No.	WORKS DESCRIPTION	Unit	Quantity	Price/unit	Value ALL
1	Excavation of soil for foundations	m3	7.3		
2	Soil transportation	m3	7.3		
3	Removal of inert waste	m3	0.624		
4	Throwing, levelling, soil filling	m2	4.16		
5	Concrete mixing, pouring, vibrating, levelling	m3	3		
6	Waterproofing	ml	2.5		
7	Fencing post	Unit	1		
8	Mesh fence	m3	7.3		
9	Cabins with sandwich panels for thermal and acoustic isolation Size: 2m x 1.5m, height (2-2.5m with slope) Structure: Galvanized sheet metal painted with baking in the oven Wall and cover: PUR sandwich panel 1 aluminum door	m3	7.3		

SUBTOTAL FOR 1 STATION	Unit	1		
TOTAL NUMBER OF STATIONS REQUIRED	Unit	10	(Price of subtotal for 1 station)	
Contingency 5 %	N/A			
VAT 20 %	N/A			
TOTAL PRICE				

Name:			 
Title:			 
Date:			 
Signature:			
Stamp with officia	l stamp of the Ric	ider)	