

RFQ Reference: RFQ-089-PHL-2022	Date: 30 September 2022	

SECTION 1: REQUEST FOR QUOTATION (RFQ)

UNDP kindly requests your quotation for the provision of goods, works and/or services as detailed in Annex 1 of this RFQ: : Interior Space Fit-Out for the Digital Centers with Interactive Call Centers and MILG Data Center in Lanao del Sur and Maguindanao, Philippines.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

Annex 4: Forms of Performance Security

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated in Section 2. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

Issued by:

Signature:

Name: Samantha Gunakasera

Title: Operations Manager

Date: 30 September 2022

SECTION 2: RFQ INSTRUCTIONS AND DATA

IntroductionBidders shall adhere to all the requirements of this RFQ, including any amendments made in UNDP. This RFQ is conducted in accordance with the UNDP Programme and Operations Polic Procedures (POPP) on Contracts and Procurement			
	Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFQ.		
	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.		
Deadline for the	^{ne for} 21 October 2022, 5PM, Manila, Philippines time		
Submission of Quotation	If any doubt exists as to the time zone in which the quotation should be submitted, refer to <u>http://www.timeanddate.com/worldclock/.</u>		
Method of Submission	Quotations must be submitted as follows: ⊠ Dedicated Email Address: bids.ph@undp.org		
	Bid submission address: bids.ph@undp.org		
	File Format: Excel and pdf		
	 File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. 		
	 All files must be free of viruses and not corrupted. 		
	 Max. File Size per transmission: 25MB Mandatam aubiect of amaily DEC 080 lateriar areas fiteut. 		
	 Mandatory subject of email: RFQ-089 Interior space fitout Multiple emails must be clearly identified by indicating in the subject line "email no. X of Y", and 		
	the final "email no. Y of Y.		
	 It is recommended that the entire Quotation be consolidated into as few attachments as possible. 		
Cost of preparation of quotation	UNDP shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.		
Supplier Code	All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it		
of Conduct, Fraud,	provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at:		
Corruption,	https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct		
	Moreover, UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud,		
	corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and		
	contract implementation. UNDP's Anti-Fraud Policy can be found at		
	http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinves tigation.html#anti		
Gifts and	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including		
Hospitality	recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or		
	invitations to extravagant lunches, dinners or similar. In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in		
	competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.		
Conflict of	UNDP requires every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UNDP		
Interest	if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. Bidders shall strictly avoid conflicts		

	with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified.
	Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ.
	The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
General Conditions of Contract	Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the General Conditions of Contract Select the applicable GTC:
Contract	Select the applicable GTC. General Terms and Conditions for Works/ Special Conditions for Contract Applicable Terms and Conditions and other provisions are available at UNDP/How-we-buy
Special Conditions of Contract	☑ Liquidated Damages The liquidated damages for delay shall be 1% of the price of the Contract per week of delay, up to a maximum of 10% of the final price of the Contract, after which UNDP may opt to terminate the contract.
Eligibility	A vendor who will be engaged by UNDP may not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by UNDP.
	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.
	Bidders must have the legal capacity to enter a binding contract with UNDP and to deliver in the country, or through an authorized representative.
	Bidders (leading entity OR any of its partners under a JV/Consortium/Association) must have a local office and presence in tmusthe Philippines.
	Bidder must comply with the following requirements:
	a) Minimum of three (3) years of experience in the Construction of interior space design of offices, fit-out, or business-one-stop-shops (BOSS) or digital centers, or other related spaces, facilities, or similar structures.
	b) At least two (2) projects of similar nature and amount in the last 5 years
	c) Minimum average annual turnover (gross sales) of USD 150,000 in the last 3 years based on Audited Financial Statements (2019-2021).
	d) Have a valid Contractor's License issued by the Philippine Contractor's Accreditation Board or equivalent in home country if international.
	e) Valid License of the Contractor's Project Engineer issued by the Professional Regulation Commission or equivalent in home country if international.
Documents to be submitted	Bidders shall include the following documents in their quotation: ☑ Annex 2: Quotation Submission Form duly completed and signed ☑ Annex 3: Technical and Financial Offer duly completed and signed and in

	accordance with the Schedule of Requirements in Annex 1
	Company Profile.
	Registration certificate;
	List and value of projects performed for the last 3-5 years plus client's contact details who may be contacted for further information on those contracts;
	☑ Tax payment certification/Clearance
	Statement of satisfactory Performance (Certificates) from the top 3 clients in terms of Contract value in similar field;
	Completed and signed CVs for the proposed key Personnel;
	Valid Contractor's License issued by the Philippine Contractor's Accreditation Board or equivalent in home country if international.
	☑ Valid License of the Contractor's Project Engineer issued by the Professional Regulation Commission or equivalent in home country if international.
Currency of	Quotations shall be quoted in Philippine Pesos for local suppliers; and US Dollar for international suppliers
Quotation	
Joint Venture,	If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or
Consortium or	Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a
Association	lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association
	jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and
	between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member
	entities comprising the joint venture, Consortium or Association.
	Refer to Clauses 19 – 24 under <u>Solicitation policy</u> for details on the applicable provisions on Joint Ventures,
	Consortium or Association.
Only one Bid	The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium
	or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or
	Association, as the lead entity of such Joint Venture, Consortium or Association.
	Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: a) they have at least one controlling partner, director or shareholder in common; or b) any one of them
	receive or have received any direct or indirect subsidy from the other/s; or
	b) they have the same legal representative for purposes of this RFQ; or
	c) they have a relationship with each other, directly or through common third parties, that puts them in a
	position to have access to information about, or influence on the Bid of, another Bidder regarding this RFQ
	process;
	d) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or
	e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid
	received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors
	being included in more than one Bid.
Duties and	Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ of the General Assembly of the United Nations, is exempt
taxes	from all direct taxes, except charges for public utility services, and is exempt from customs restrictions,
	duties, and charges of a similar nature in respect of articles imported or exported for its official use. All
	quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise
	specified below:
	All prices must:
	be inclusive of VAT and other applicable indirect taxes
	☑ be exclusive of VAT and other applicable direct taxes
Language of	English
quotation Quotation	Including documentation including catalogues, instructions and operating manuals. Quotations shall remain valid for 120 days from the deadline for the Submission of Quotation.
validity period	
Price	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors
variation	shall be accepted at any time during the validity of the quotation after the quotation has been received.
Partial Quotes	Permitted Bidders will be allowed to bid for 1 lot or both lots. Lots 1A & 1B will comprise Lot 1; and
	Lots 2A & 2B will comprise Lot 2.

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Alternative Quotes	⊠ Not permitted				
Pre-Bid Conference	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.				
	Will be Conducted				
	Date : October 7, 2022 2:00 PM				
	Venue : Zoom (virtual)				
	Venue: The Zoom link will be provided to those who will confirm attendance by 6 October2022 by 5 pm Manila Philippines (5AM EDT). Please submit the following via email to <u>procurement.ph@undp.org</u> Email Subject Line " Pre-bid RFQ-089-PHL-2022 Interior Space Fit-Out" and provide the following information:				
	 Company name Representative's name Email address and Contact number 				
	The UNDP focal point for the arrangement is: Mary Gemme Montebon				
	Procurement Unit				
	E-mail: <u>procurement.ph@undp.org</u>				
	Please write to the above email address if bidders wish to visit the premises for ocular inspection of the area and facilities. Only two representatives per bidding company will be entertained with prior appointment.				
Payment Terms	100% within 30 days after receipt of goods, works and/or services and submission of payment				
Terms	documentation. ⊠Other: Please see payment terms in the Scope of Works (SOW) in Section 5A				
Conditions for	☑ Passing Inspection [specify method, if possible] Complete Installation				
Release of Payment	⊠ Written Acceptance of Goods, Services and Works, based on full compliance with RFQ requirements				
Contact	E-mail address: procurement.ph@undp.org				
Person for corresponden	Attention: Quotations shall NOT be submitted to this address but to the address for quotation submission. Otherwise, offer shall be disqualified.				
ce, Any delay in UNDP's response shall be not used as a reason for extending the deadline f					
notifications unless UNDP determines that such an extension is necessary and communicates a new of Proposers.					
Clarifications Requests for clarification from bidders will not be accepted any later than 5 days before the sub- deadline. Responses to request for clarification will be communicated through bid bulletins by po- UNGM and UNDP Procurement notices websites					
Evaluation methodImage: The Contract or Purchase Order will be awarded to the lowest priced substantially compliant LOT					
Evaluation	⊠Full compliance with all requirements as specified in Annex 1				
criteria	⊠Full acceptance of the General Terms and Conditions for Works/ Special Conditions for Contract				
	⊠Comprehensiveness of after-sales services				
	Earliest Delivery /shortest lead time				
	□Others Click or tap here to enter text.				

Diaht nat ta	LINDD is not hound to account any quietation, nor award a contract or Durchass Order		
Right not to	UNDP is not bound to accept any quotation, nor award a contract or Purchase Order		
accept any			
quotation			
Right to vary	At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease)		
requirement the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the t			
at time of	without any change in the unit price or other terms and conditions.		
award			
Type of Contract for Works			
Contract to be			
awarded			
Expected date 08 December 2022			
for contract			
award.			
Publication of UNDP will publish the contract awards valued at USD 100,000 and more on the websites of			
Contract	corporate UNDP Web site.		
Award			
Policies and This RFQ is conducted in accordance with UNDP Programme and Operations Policies and Proc			
procedures			
UNGM Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at			
registration	appropriate level on the United Nations Global Marketplace (UNGM) website at www.ungm.org.		
	The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is		
	selected for Contract award, the Bidder must register on the UNGM prior to contract signature.		

ANNEX 1: SCHEDULE OF REQUIREMENTS

Firm: Interior Space Fit-Out for the Digital Centers with Interactive Call Centers and MILG Data Center -

Localizing e-Governance for Accelerated Provision of Services (LeAPS) of the Bangsamoro Autonomous Region in Muslim Mindanao (BARMM) Program

A. PROJECT TITLE

Interior Space Design for the Digital Centers with Interactive Call Centers and Data Center for MILG- BARMM under the Localizing e-Governance for Accelerated Provision of Services (LeAPS) Program

B. BACKGROUND INFORMATION, RATIONALE, AND PROJECT DESCRIPTION

Consistent with its mandate to prioritize the acquisition, adoption, innovation, and application of science and technology for development and its pursuit of competence, excellence and service innovation as provided in both the Organic Law for the Bangsamoro Autonomous Region in Muslim Mindanao (BARMM) and the Revised Transition Plan 2019-2022 for the Bangsamoro Transition Authority, the Bangsamoro Government, through the Ministry of the Interior and Local Government (MILG), forged a partnership with UNDP that seeks to apply, where possible, the strategic framework and principles of the UNDP-supported Access to Information (a2i) program to the specific social, cultural and economic contexts of BARMM.

Known as the flagship programme of the Digital Bangladesh agenda by the Government of Bangladesh, a2i was selected given similar starting challenges in Bangladesh and BARMM of connectivity and local governance in remote, rural locations; shared social and cultural context; and a2i's recognized status as a leading global program that has dramatically improved citizens access to services and information and expanded unprecedented opportunities for community participation at the local level.

The LeAPS Program will build on the a2i experience towards the transformation in local governance in BARMM by significantly accelerating connectivity in communities and opening up governance by enabling citizens to capitalize on the benefits of connectivity, such as through improved access to services and information, community enterprise development, assisted rural e-commerce, and skills development. The LeAPS Project is a way to overcome the dependencies on archaic, paper based and manual processes within and among the local government units (LGUs). This program will also maximize the use of MILG's limited manpower and resources to deliver and monitor frontline services effectively and efficiently.

The overarching outcome of the LeAPS Program is to ensure that "the most marginalized, vulnerable and at-risk people and groups benefit from inclusive and quality services and live in a supportive environment wherein their nutrition, food security, and health are ensured/protected", its outputs are targeted as follows: a) strengthening of the MILG to provide people's access to ICT and inclusive digital solutions; b) improvement of citizens 'access to quality e-services reducing time and efforts of availing public services; c) LGUs are effectively and efficiently using disaggregated data for development and resilience planning, programming, budgeting and governance; and d) citizens are organized and capacitated to monitor delivery of services and optimal use of ICT equipment and digital solutions.

The initial phase of the LeAPS project has kicked start its preparatory activities and set its foundations in July 2020. Activities were focused on the MILG and the two (2) pilot LGUs, with the additional ten (10) LGUs and ten (10) ministries in 2021 under the expanded LeAPS Program. In this regard, the UNDP Philippines requires the services of an Interior Space Fit-out Contractor hereafter referred to as "Contractor", who shall construct and implement the design provided by the Interior Space Designer of the Digital Centers with Interactive Call Centers and MILG Data Center in the identified LGUs and ministries under the BARMM. The contractor will work together with the Interior Space Designer and will be under the supervision of the Institutions and Partnerships Programme (I&P) Team.

C. SCOPE OF WORK

The contractor is expected to work with UNDP Philippines, its local government partners, and associated stakeholders in the construction/implementation of the Interior Fit-out Design provided by the Interior Space Designer. The project will include construction of the following four (4) sites separated into LOTS:

Lot 1:

1A Municipality of Piagapo

Barangay Poblacion 9710

Piagapo, Province of Lanao del Sur, Philippines

1B Municipal Government of Butig

Bayabao Poblacion 9305

Butig, Province of Lanao del Sur, Philippines

Lot 2

2A: Ministry of the Interior and Local Government (MILG) – Digital Center

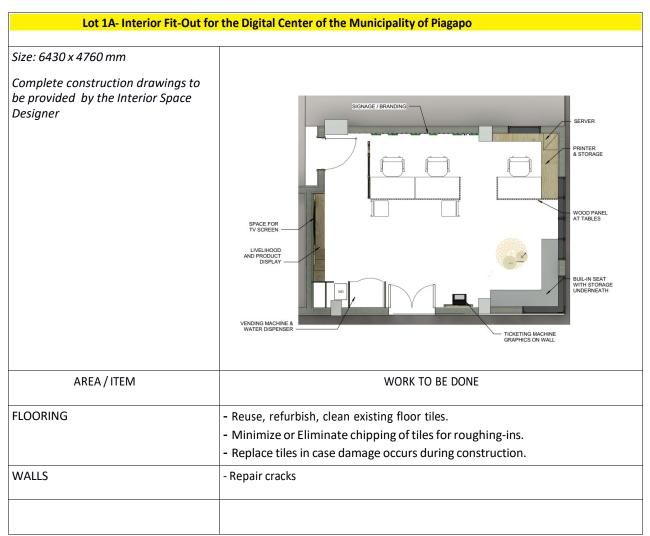
Bangsamoro Government Center (BGC), BARMM Compound Cotabato City, Province of Maguindanao, Philippines

2B: Ministry of the Interior and Local Government (MILG) – Data Center

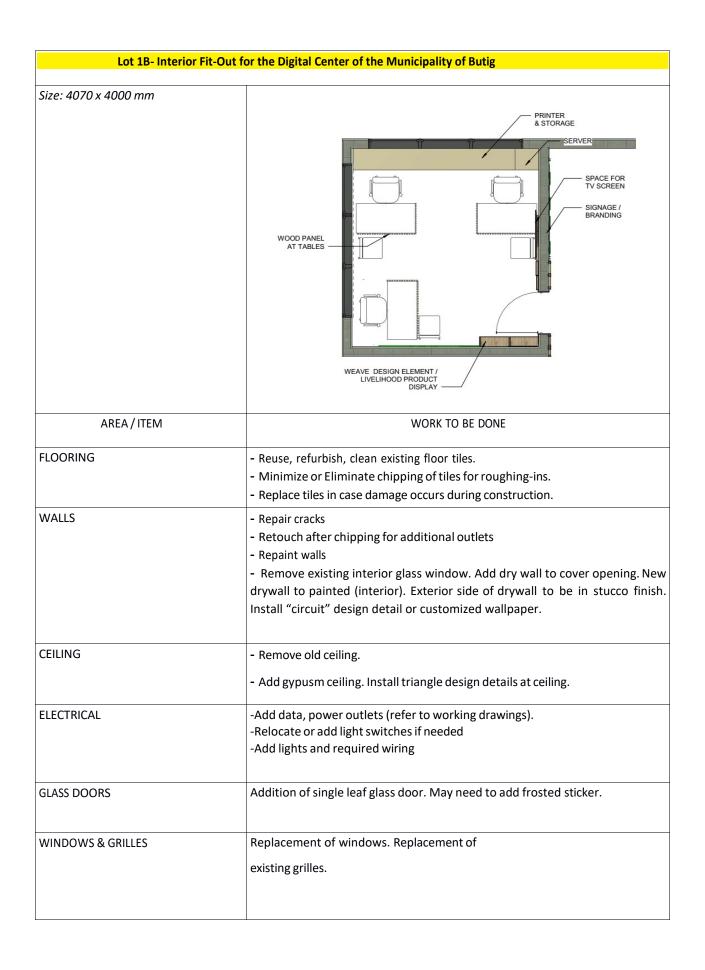
Bangsamoro Government Center (BGC), BARMM Compound Cotabato City, Province of Maguindanao, Philippines

Scope of works is as follow per Lot:

Lot 1



	 Retouch after chipping for additional outlets Repaint walls Special stucco walls at "circuit" design detail or installation of customized wallpaper.
CEILING	 Remove old ceiling. Add gypusm ceiling. Install triangle design details at ceiling.
ELECTRICAL	-Add data, power outlets (refer to working drawings). Refer to electrical requirements of vending machine, ticketing booth. May need to coordinate with IT for ticketing booth connection to TV screen. -Relocate or add light switches -Add lights and required wiring
GLASS DOORS	Addition of exterior (double leaf) and interior (single leaf) glass doors. May need to add frosted sticker.
CABINETRY & JOINERY	 Built-in cabinet for the display area, casing or housing of vending machine and water dispenser Built-in L-shaped seat Wood panels for tables Triangle with fabric and abacca design details (walls, ceiling and divider -near tables)
SIGNAGE	Acrylic signage (submit shop drawings for Interior Space Designer approval)
"CIRCUIT" DESIGN DETAIL DECALS	Install decal stickers or wallpaper
FURNITURE	Design intent and supplier to be provided by Interior Space Designer Bulletin Boards
OTHERS	Decors and artworks (coordinate with Interior Space Designer) Hanging Baskets (coordinate with Interior Space Designer) Roll up blinds (coordinate with Interior Space Designer)

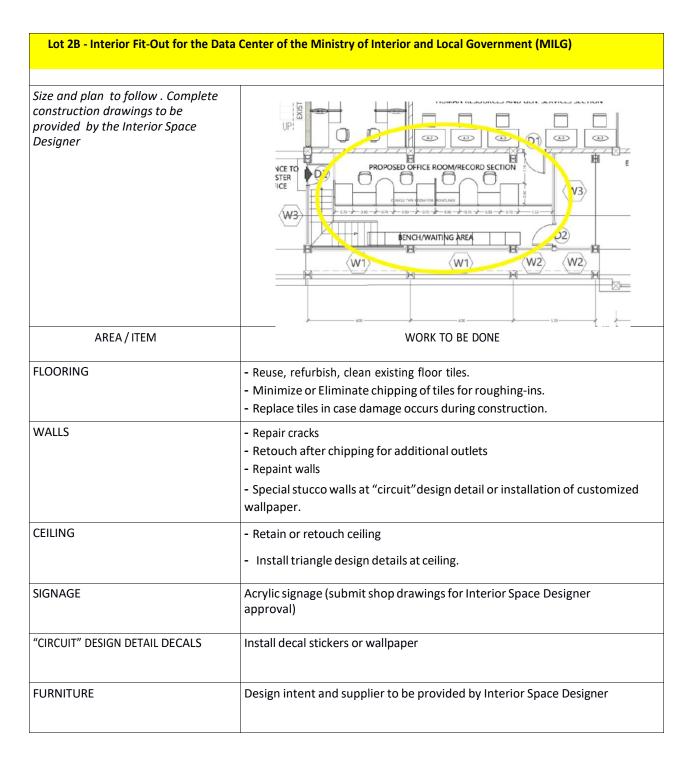


CABINETRY & JOINERY	 Wood panels for tables Triangle with fabric and abacca design details (Exterior and interior walls , ceiling)
SIGNAGE	Acrylic signage (submit shopdrawings for Interior Space Designer approval)
"CIRCUIT" DESIGN DETAIL DECALS	Install decal stickers or wallpaper
FURNITURE	Verify additional benches at waiting area (outside office)
OTHERS	Decors and artworks (coordinate with Interior Space Designer) Hanging Baskets (coordinate with Interior Space Designer) Roll up blinds (coordinate with Interior Space Designer)

LOT 2

Lot 2A - Interior Fit-Out for the Digita	l Center of the Ministry of Interior and Local Government (MILG)	
Size: 3500 x 9600 mm Complete construction drawings to be provided by the Interior Space Designer		
AREA / ITEM	WORK TO BE DONE	
FLOORING	 Reuse, refurbish, clean existing floor tiles. Minimize or Eliminate chipping of tiles for roughing-ins. Replace tiles in case damage occurs during construction. 	
WALLS	 Repair cracks Retouch after chipping for additional outlets Repaint walls Special stucco walls at "circuit" design detail or installation of customized wallpaper. Addition of dry wall (divider for storage area). Painted storage area side, Special stucco with decals. Ensure drywall can carry acrylic signage –install stiffeners if needed. 	
CEILING	 Remove old ceiling. Add gypusm ceiling. Install triangle design details at ceiling. 	

ELECTRICAL	-Add data, power outlets (refer to working drawings). Refer to electrical requirements of vending machine, ticketing booth. May need to coordinate with IT for ticketing booth connection to TV screen. -Relocate or add light switches -Add lights and required wiring
GLASS DOORS	Addition of single leaf glass door. May need to add frosted sticker.
CABINETRY & JOINERY	 Built-in cabinet for the display area, casing or housing of vending machine and water dispenser Wood panels for tables Triangle with fabric and abacca design details (walls, ceiling)
SIGNAGE	Acrylic signage (submit shopdrawings for Interior Space Designer approval)
"CIRCUIT" DESIGN DETAIL DECALS	Install decal stickers or wallpaper
FURNITURE	Design intent and supplier to be provided by Interior Space Designer Bulletin Boards
OTHERS	Decors and artworks (coordinate with Interior Space Designer) Hanging Baskets (coordinate with Interior Space Designer) Roll up blinds (coordinate with Interior Space Designer)



D. PROFESSIONAL QUALIFICATIONS OF THE CONTRACTOR

The Contractor should provide the ff for evaluation:

Professional Qualifications of the Successful Firm Contractor and its key personnel

The bidder (leading entity OR any of its partners under a JV/Consortium/Association) <u>must</u> have a local office and presence in the Philippines.

The Bidder must meet the following minimum conditions to qualify:

- i. Minimum of three (3) years of experience in the Construction of interior space design of offices, fit-out, or business-one-stop-shops (BOSS) or digital centers, or other related spaces, facilities, or similar structures.
- ii. At least two (2) projects of similar nature and amount in the last 3 years
- iii. Minimum average annual turnover (gross sales) of USD 150,000 in the last 3 years based on Audited Financial Statements.
- iV. Valid Contractor's License issued by the Philippine Contractor's Accreditation Board or equivalent in home country if international.
- V. Valid License of the Contractor's Project Engineer issued by the Professional Regulation Commission or equivalent in home country if international.

E. REQUIREMENTS OR EXPECTATIONS FROM THE CONTRACTOR PRE-CONSTRUCTION

PHASE

- 1. Contractor shall visit the site for re-measuring and inspecting actual site conditions.
- 2. Contractor may raise queries to the Interior Space Planner to ensure the working drawings are clear for implementation.
- 3. Contractor shall secure all necessary building permits to commence construction.
- 4. Contractor to secure CARI (Contractor's All Risk Insurance equivalent to the total construction cost, pursuant to local ordinance).
- 5. Contractor to submit Pert CPM. Show schedule of construction work to be undertaken.
- 6. Provide list of workers with ID picture.

CONSTRUCTION PHASE

- 1. Contractor to ensure one (1) set of complete construction drawings always available at the site.
- 2. Contractor to post PERT CPM at the site to track if on schedule. In cases where power supply is not available at the construction site, Contractor to provide his own generator and fuel to be used during construction. In cases where power supply is present, Contractor to shoulder all electrical and water expenses during the construction period.
- 3. Workers to wear uniform and have their IDs ready at all times. Daily record on ingress and egress of workers should be done at the site. Workers to avoid loitering in other offices.
- 4. All construction material deliveries should be done at a specified area to lessen the obstruction from adjacent offices.
- 5. Construction material delivered should be carried by hand or by trolley with rubber wheels from unloading area to construction site. Any damage to the others offices or building premises shall be charged to the contractor responsible.
- 6. All construction materials delivered at the construction site should be properly stored and stacked as per manufacturer specification.
- 7. In cases where the materials specified in the working drawings are not available, alternative options must first be approved by the Interior Space Designer before implementation at the site. Contractor must provide sample material for approval.
- 8. In cases where the details in the working drawings will not be exactly implemented due to site conditions, the Contractor must first seek advice from the Interior Space Designer before implementing alternative ways. Contractor must submit sketches showing deviation from the working drawings.
- 9. Contractor to ensure safety of the construction premises at all times. Contractor to provide fire extinguisher and must be properly charged, visible and accessible.
- 10. Daily clean-up of construction site should be enforced.

POST-CONSTRUCTION PHASE

- 1. Punch list performed by Interior Space Designer and UNDP to be addressed by the Contractor and seek their approval after rectification before turn over.
- 2. Contractor to provide one (1) set of As-Built drawings for reference.
- 3. Contractor shall provide rectification services up to 12 months after turnover in cases where there are failures or malfunctions from the work provided by the contractor.

- F. SCOPE OF PRICE PROPOSAL AND SCHEDULE OF PAYMENTS
 - 1. The contract price shall be a **fixed output-based price** regardless of extension of the herein specific duration.
 - 2. Payment shall be on a completion percentage-basis. Payments shall be made upon submission and acceptance of the outputs. Acceptance of the outputs shall be based on how these meet evaluation quality standards and address stakeholder requirements.

Bids must be expressed as an all-inclusive cost, meeting all the requirements listed in the bid forms. Proposals not expressed as all-inclusive fixed cost may be rejected.

3. The Contractor shall perform its responsibilities and deliver its outputs meeting the progress billing schedule as agreed upon prior to construction.

UNDP shall deliver payment to the contractor in phases contingent on both delivery and acceptance of the outputs as presented in the Schedule of Payments table below.

Estimated Work / Completion	Payment (%)	Target Due Date from Start of Contract	Notes
Submission of Performance Security (bond or guarantee) in UNDP template (10% of contract amount) which will be required before UNDP issues Notice to Proceed	10%	4 th week Oct 2022	After signing of contract and prior to commencement of construction
Submission of the work plan			
50% Completion of works at all sites	45%	4 th week Dec 2022	Contractor to submit progress report for UNDP and Interior Space Designer assessment
100% Completion of works at all sites Submission of all as-built plans; UNDP's issuance of Certificate of Substantial Completion	45%	3 rd week Jan 2023	After punch list and approval of UNDP and Interior Space Designer
Total	100%		

Note: Certificate of Final Completion will be issued by UNDP after the 12-month Defects Liability Period (during which Contractor must remedy/correct any defects in works) which commences after UNDP issues Certification of Substantial Completion.

Performance Security must cover the period of up to 28 days after UNDP's issuance of Certificate of Final Completion.

G. GOVERNANCE AND ACCOUNTABILITY

1. This contract shall be governed by the General Conditions of Contract for Civil Works

- 2. This contract shall be under direct supervision of the UNDP.
- 3. The Contractor shall report progress, provide updates, or raise issues to the Interior Space Designer, keeping UNDP always in the loop on a weekly basis or whenever necessary. Contractor's lead coordinator or representative is expected to be accessible via phone, mobile, internet, and other communication channels. Arrangements for physical reporting to UNDP and its City Partners will be made as part of the agreed work plan.
- 4. The Contractor may also be required to coordinate with and seek guidance from key members of the UNDP Team.
- 5. During the performance of its functions, the Contractor will be expected to coordinate and interact with stakeholders, particularly UNDP's city partners. While the UNDP team will support the coordination for the conduct of activities with city partners, the Contractor is expected to undertake its own coordination and follow-through work without relying on the Country Office team.
- 6. MILG-BARMM shall maintain the oversight, administration, and management of the digital centers with interactive call centers in MILG and the pilot LGUs (Butig and Piagapo), while the ownership and maintenance will be under the respective LGUs.

H. EXPECTED DURATION OF THE CONTRACT

The Contractor shall be engaged to render the above services for an estimated <u>three months</u> unless extended with no cost due to valid exigencies and/or amended with additional scope and deliverables by UNDP. The target start of work date is December 2022.

ANNEX 2: QUOTATION SUBMISSION FORM

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

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Company Profile

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

example internal compar documents on women empowerment, renewab energies or membership institutions promoting su issues (<i>If yes, provide a C</i>	le of trade ich			
Is your company a memb the UN Global Compact	er of ⊠Yes □I	١o		
Bank Information	Bank Addr IBAN: Click SWIFT/BIC Account Cu Bank Acco	-	ere to enter text. ter text. to enter text. ap here to enter text. or tap here to enter te	xt.
Name of previous contracts	Client & Reference Contact Details including e-mail		Period of activity	Types of activities undertaken

Bidder's Declaration

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

E

Yes	No	
		Prohibitions, Sanctions: I/We hereby declare that our firm, ultimate beneficial owners, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization.
		Bankruptcy : I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.
		Offer Validity Period: I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.
		I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused.
		By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf.

Signature: ____

- Name: Click or tap here to enter text.
- Title: Click or tap here to enter text.
- Date: Click or tap to enter a date.

ANNEX 3: TECHNICAL AND FINANCIAL OFFER – WORKS

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

Bill of Quantities (BoQs) for Lot 1A & 1B; and Lot 2A & 2B in Excel formats for the breakdown of cost components.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Technical Offer

Provide the following:

- a brief description of your qualification and capacity that is relevant to the Scope of Works;
- a brief method statement and implementation plan;
- team composition and CVs of key personnel

Financial Offer (VAT-EXCLUSIVE)

Please indicate bid price for the payment schedule below (per lot and sublot) but provide detailed cost breakdown in the ATTACHED EXCEL SHEET for BILL OF QUANTITIES (4 Excel Sheets attached for sublots).

Description of Works	Price
Lot 1: Lanao Del Sur	
1A- Municipality of Piagapo	
1B- Municipal Government of Butig	
Total all-inclusive price for Lot 1 (VAT-EXCLUSIVE)	
Lot 2: Maguindanao	
2A- Digital Center	
2B Data Center	
Total all-inclusive price for Lot 2 (VAT-EXCLUSIVE)	

Compliance with Requirements

	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter - offer
Schedule of Requirements and Scope of Works			
in Annex 1			Click or tap here to enter text.
Delivery Lead Time			Click or tap here to enter text.
Validity of Quotation			Click or tap here to enter text.

Payment terms		Click or tap here to enter text.
Bid validity		Click or tap here to enter text.
General Conditions for Works and Special Conditions		Click or tap here to enter text.

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

Annex 4: Forms of Performance Security

Note the two acceptable forms of Performance Security. Performance bank guarantee is 10% of contract amount. If unable to provide bank guarantee, bidder may submit a Performance bond which would be 30% of contract amount.

PERFORMANCE BANK GUARANTEE

То:....

[INSERT FULL NAME AND ADDRESS OF RR or BUREAU/DIVISION

DIRECTOR AT UNDP]

WHEREAS	[INSERT NAME AND ADDRESS OF
THE CONTRACTOR] (hereinafter called "the Contractor")	
No, dated, to execute	[INSERT TITLE OF
CONTRACT AND BRIEF DESCRIPTION OF WORKS], (herein	nafter 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 irrevocably affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of......[INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN WORDS], 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[INSERT AMOUNT OF GUARANTEE] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until twenty eight calendar days after issuance of the Certificate of Final Completion.

SIGNATURE AND SEAL OF THE GUARANTOR

.....

NAME OF BANK

ADDRESS

DATE

PERFORMANCE BOND

By this Bond[INSERT NAME AND ADDRESS OF THE CONTRACTOR] as Principal (hereinafter called "the Contractor") and[INSERT

NAME, LEGAL TITLE AND ADDRESS OF SURETY, BONDING COMPANY OR INSURANCE COMPANY] as Surety (hereinafter called "the Surety") are held and firmly bound unto[INSERT NAME AND ADDRESS OF EMPLOYER] as Obligee (hereinafter called "the Employer") in the amount of.[INSERT AMOUNT OF BOND IN FIGURES AND IN WORDS], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be , and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term " Balance of the Contract or under the Contract, less the amount properly paid by Employer to Contractor; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

SIGNED ON:SIGNED ON:

ON BEHALF OF: ON BEHALF OF:

NAME &TITLE: NAME &TITLE:

DocuSign Envelope ID: DAC54FF4-148E-4279-9E56-165EC4AC8CC0