



SECTION 1: INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

A. Introduction

1. **General:** The UNDP invites sealed Bids for the specified Works.
2. **Eligible Bidder**
 - 2.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the UNDP to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of works under this Invitation to Bids. Bidders shall be legally incorporated entities, or groups formed by such as joint ventures.
 - 2.2 In the event that prequalification of potential bidders has been undertaken, only bids from pre-qualified bidders shall be considered for award of Contract.
 - 2.3 If UNDP has not undertaken prequalification of potential bidders, all bidders shall include the information and documents specified in clause 9 of this Instruction to Bidders.
3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid. The Solicitation Documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause 6 below.
 - (a) Instructions to Bidders;
 - (b) Bid Data Sheet (BDS);
 - (c) Contract for Works (form of);
 - (d) General Conditions of Contract for Works
 - (e) Special Conditions.
 - (f) Scope of Works;
 - (g) Specifications;
 - (h) Drawings;
 - (i) Bills of Quantities;
 - (j) Sample forms;
 - (k) Any other document listed **in the BDS** as forming part of the Solicitation
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify UNDP in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than ten days prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be posted on <http://www.undp.ps/en/aboutundp/forms.html>. All communication connected with this Bid must be directed exclusively to the UNDP person identified as the contact person **in the BDS**.

6. **Amendments of Solicitation Documents:** No later than one week prior to the Deadline for Submission of Bids, the UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All amendments will be posted on <http://www.undp.ps/en/aboutundp/forms.html>. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the UNDP may, at its discretion, extend the Deadline for the Submission of Bids.

C. Preparation of Bids

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the UNDP shall be written in the language indicated **in the BDS**.
8. **Documents Comprising the Bid:**
The Bidder or the Bidder's authorised agent shall sign the Bid as indicated on the Bid Submission Sheet of this ITB. The Bid must comprise the following documents:
- (a) A Bid Submission form;
 - (b) Bid Security, if required, under clause 13 of Instructions to Bidders and in the form provided in Section 11.
 - (c) Priced Bill of Quantities;
 - (d) Written Power of Attorney, authorising the signatory of the bid to commit the bidder;
 - (e) Technical information as may be required by the BDS;
 - (f) Qualification information in accordance with clause 9.1 of the Instructions to Bidders, if prequalification of bidders has not been carried out.
 - (g) Any additional information required to be completed and submitted by bidders as specified **in the BDS**.

Each continuation sheet or attachment shall bear the bidder's name and the person signing the bid must initial any erasures or other changes.

9. Documents Establishing Bidder's Eligibility and Qualifications:

- 9.1 If bidders have not been pre-qualified and post qualification has been selected to determine eligibility of bidders, then the Bidder shall furnish evidence of its qualification by submitting the following information and documents with their bids, unless otherwise stated **in the BDS**:
- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) Total monetary value of construction works performed for each of the last three years;
 - (c) Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;

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- (d) Major items of construction equipment proposed to carry out the Contract
 - (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) Reports on the financial standing of the Bidder for the last two years as specified in the BDS. such as profit and loss statements and certified auditor's reports for the past two years;
 - (g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources) as specified in the BDS;
 - (h) Authority to seek references from the Bidder's bankers
 - (i) Information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;
 - (j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price..
- 9.2 To qualify for award of the Contract, bidders shall meet the following **minimum qualifying criteria**:
- a) An average annual financial amount of construction work over the period specified **in the BDS**.
 - b) Experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period specified **in the BDS** (to comply with this requirement, works cited should be at least 70 percent complete);
 - c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed **in the BDS**;
 - d) Minimum required key personal proposed for the supervision and management of this project as specified in the **BDS**.
 - e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified **in the BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

10. Documents Establishing Conformity of Equipment Incorporated into the Works:

Where electrical and mechanical goods and equipment form part of the Works, the Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all equipment and related services, which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the equipment;

- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the equipment for a period specified **in the BDS**, following commencement of the use of the equipment.

11. **Bid Currency/Bid Prices:** All prices must be quoted in the nominated currency **in the BDS**. The Bidder shall indicate on the appropriate Bills of Quantities (or Price Schedule Sheet as appropriate); the unit prices (where applicable) and total Bid Price of the goods and/or services/works it proposes to supply under the contract.

UNDP is a tax-exempt entity. All Bids must be submitted net of any direct taxes or customs duties.

12. **Period of Validity of Bids:** Bids shall remain valid for a period after the date of Bid Submission as indicated **in the BDS**. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 23 of Instructions to Bidders. In exceptional circumstances, the UNDP may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

13. **Bid Security:** The bidder shall furnish as part of its bid **either** a Bid Securing Declaration or a Bid Security as specified in the **BDS**. A Bid Securing Declaration shall be in the form included in Section 10 of this ITB.

If a Bid Security is specified then the following should be adhered to:

- (a) The Bidder may be requested to furnish at its own cost and expense, as part of its Bid, a Bid Security to the UNDP in the amount as indicated **in the BDS**.
- (b) The Bid Security is to be sealed in a separate envelope within the main sealed bid
- (c) The Bid Security is to protect the UNDP against the risk of the Bidder's conduct, which would warrant the security's forfeiture, pursuant to clause 13(h) below;
- (d) The Bid Security shall be denominated in **US Dollars** or in a freely convertible currency and shall be in the form of a bank guarantee, issued by a reputable bank, and in the form provided in these Solicitation Documents. Certified Bank Cheques could be accepted as well.
- (e) Any Bid not secured in accordance with clauses 13 a) and 13 d) above will be rejected by the UNDP as non-responsive.
- (f) Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the UNDP pursuant to clause 12 of Instructions to Bidders;
- (g) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Contract, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders;
- (h) The Bid Security may be forfeited:
1. If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder, in compliance with **BDS**, on the Bid Submission Form, or, refuses to accept the correction of errors in its Bid, or,
 2. In the case of a successful Bidder, if the Bidder fails:

- (i) To sign the Contract Order in accordance with clause 26 of Instructions to Bidders, or,
- (ii) To furnish Performance Security in accordance with clause 27 of Instructions to Bidders.

D. Submission of Bids

14. **Format and Signing of Bid:** The Bidder shall prepare one **original and one Copy** Of the Bid, clearly marking each **“Original Bid”** and **“Copy of Bid”** as appropriate. In the event of any discrepancy between them, the original shall govern. The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.

15. Sealing and Marking of Bids:

15.1 The Bidder shall seal the original and the copy of the Bid in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY”**. The envelopes shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall:

- (a) Be addressed to the UNDP at the address given **in the BDS** of these Solicitation Documents; and
- (b) Make reference to the “subject” indicated in the Letter of Invitation of these Solicitation Documents, and a statement: **“DO NOT OPEN BEFORE”**, to be completed with the time and the date specified **in the BDS** for Bid Opening pursuant to clause 16 of Instructions to Bidders.

15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.

15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the UNDP will assume no responsibility for the Bid’s misplacement or premature opening.

15.5 The Bid Security is to be sealed in a separate envelope within the main sealed bid.

16. Deadline for Submission of Bids/Late Bids:

16.1 Bids must be delivered to the office on or before the date and time specified in the Letter of Invitation of these Solicitation Documents.

16.2 The UNDP may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the UNDP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the UNDP after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

16.4 If no Bid is to be submitted (in case of a direct invitation), the documents should not be returned to UNDP unless so requested. Written advice should be sent to UNDP with reasons for not submitting a bid and as to whether future invitations for the type of Works covered by this request are desired. Failure to comply with the above may result in removal of the name of such recipient from the list for similar type of works covered by this ITB.

17. **Modification and Withdrawal of Bids:** The Bidders may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNDP prior to the deadline for submission. No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid Validity.

E. Opening and Evaluation of Bids

18. Opening of Bids:

18.1 The UNDP will open all bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified **in the BDS**, of this Solicitation Document. Bidders' Representatives shall carry a letter authorizing the holder to attend the bids opening session on behalf of the bidder. The bidders' Representatives who are present shall sign a register evidencing their attendance.

18.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the UNDP, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to clause 16.3 of Instructions to Bidders.

18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

18.4 UNDP will prepare minutes of the Bid Opening.

19. **Clarification of Bids:** To assist in the examination, evaluation and comparison of Bids the procuring entity of UNDP may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

20. Preliminary Examination:

20.1 Prior to the detailed evaluation, the UNDP will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one, which conforms to all the terms and conditions of the ITB without material deviations.

- 20.2 The UNDP will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order as specified **in the BDS**.
- 20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- 20.4 A Bid determined as not substantially responsive will be rejected by the UNDP and may not subsequently be made responsive by the Bidder by correction of the non-conformity. UNDP shall use the criteria as detailed **in the BDS** to establish responsiveness.

21 **Conversion to Single Currency:** To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.

22 **Evaluation of Bids:** UNDP will evaluate and compare the bids, which have been determined to be substantially responsive pursuant to clause 20 of Instructions to Bidders. Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

The evaluation will take into account the following criteria:

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents. (bid submission form)
1.4	Compliance with start-up, delivery or installation deadlines set by the procuring entity.
1.5	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honouring the tax-free status of the UN.
1.6	Demonstrated ability to honour important responsibilities and liabilities allocated to Contractors in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
1.7	Copy of company's registration required by law and issued by authorized agency: This document is mandatory for administrative compliance and starting with technical evaluation of bids.
1.8	Organizations general and specific experience: The organizations general reliability, experience and capacity in implementing similar projects.

Evaluation Criteria	
1.9	Adequacy of the proposed work plan: The Bidder's approach in responding to the SOW and BOQ by presenting work plan including a time schedule for all activities during the construction period and present clear work plan.
1.10	Key personnel, machinery and capacity to implement: The qualification, competence and experience of the personnel proposed for the various assignments included in this project, and capacity to deliver on time. Submit resumes (CV) for key personnel and detailed descriptions of machineries owned or intended to be purchased or leased for the purpose of executing the contract by the Bidder.
1.11	Reference list and value of project implemented in last three years: Include list of projects with similar scale, completion period and list of equipments engaged in this project. Include name of project, kind of executed works, name, telephone, email of client, value of executed work (use USD or local currency) and duration of executing work (from, month/year – to, month/year)
1.12	Reference list and value of ongoing projects contracted by bidder: Include list of projects, name of clients, value of contracted works (use USD or local currency) and dead line for construction works.(from, month/year-to month/year)
1.13	Local knowledge: Proven experience of organization and involved personnel in working in the same Province.
1.14	Price Deviation: Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the real local market prices at the time of bids preparation In case of Unbalanced pricing (i.e. despite an acceptable total evaluated price, the price of one or more BoQ line items is significantly over or understated), UNDP had the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable Risk to UNDP.

F. Award of Contract

- 23 **Award Criteria:** The UNDP will Issue the Contract to the lowest priced technically responsive Bidder who has also met the qualification criteria. The UNDP reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the UNDP's action.
- 24 **UNDP's Right to Vary Requirements at Time of Award:** The UNDP reserves the right at the time of making the award of contract to increase or decrease items in the Bills of Quantity, if possible, without any change in unit price or other terms and conditions, by the amount indicated **in the BDS.** This shall only be done in a manner that does not affect the overall completion of the Works
- 25 **Notification of Award:** Prior to the expiration of the period of Bid Validity, the UNDP will send the successful Bidder the Contract. The Contract may only be accepted by the Contractor signing and returning an Acknowledgement copy of the Contract. Such acceptance shall affect a contract

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between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this Contract.

26 **Signing of the Contract:** Within 14 days of receipt of the Contract, the successful Bidder shall sign, date and return it to the UNDP.

27 **Performance Security:** The successful Bidder shall provide the Performance Security, in the form of "Performance Security" provided for in these Solicitation Documents, within 7 days of receipt of the letter of Intent from UNDP, and before signing the resulted contract as issued by the UNDP

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the UNDP may make the award to the next lowest evaluated Bidder or call for new Bids.

28 **Vendor Protest:** Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:
<http://www.undp.org/procurement/protest.shtml>.

G. Other Requirements:

29 **Time for Completion:** The Time for Completion is specified **in the BDS**. The completion of the Works shall be in accordance with the terms of the resulting Contract as may be issued by UNDP.

30 **Material, Labour and Facilities:** No material, labour or facilities will be furnished by UNDP or its clients unless specified in the ITB.

31 **Site Visit:** The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. If UNDP has arranged a formal Site Visit as part of this ITB, this shall be stated **in the BDS**.

H. Payment:

32 **Time of Payment:** Unless otherwise indicated in the Special Terms and Conditions of this ITB, UNDP will normally effect payment within 40 days after receipt of a commercial invoice, certification of site works (if applicable) and other supporting documents.

33 **Letter of Credit:** UNDP does not accept Letter of Credit terms.



- 34 **Advance Payment:** It is not the normal policy of UNDP to approve advance payments, unless specifically stated in the payment terms.
- 35 **Currency of Payment:** Payment will be made in the currency in which the Contract is issued.