



INVITATION TO BID

**Procurement of UAZ Hunter and UAZ Ambulance cars for the State
Border Service in the framework of the UNDP
“Better Coordination of Protection of Land Border between
Azerbaijan and Georgia” Project
Azerbaijan**



United Nations Development Programme
December, 2016

Section 1. Letter of Invitation

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

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 10 – Form for Advanced Payment Guarantee
- Section 11 – Contract to be Signed, including General Terms and Conditions
- Appendix A – Instructions manual for use of the eTendering system by suppliers.
- Appendix B – Terms and Conditions for use of online eTendering system.

Your offer, comprising of a Technical Bid and Price Schedule, should be submitted in accordance with Section 2, through eTendering online system and by the deadline indicated in <https://etendering.partneragencies.org>

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation" button no later than 19 January 2017, 18:00 Baku time. If that is not the case, UNDP would appreciate your indicating the reason, for our records

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Yours sincerely,

Mr. Subhan Ahmadov, ARR UNDP Azerbaijan



Section 2: Instruction to Bidders¹

Definitions

- a) *"Bid"* refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
 - b) *"Bidder"* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
 - c) *"Contract"* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
 - d) *"Country"* refers to the country indicated in the Data Sheet.
 - e) *"Data Sheet"* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
 - f) *"Day"* refers to calendar day.
 - g) *"Goods"* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
 - h) *"Government"* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
 - i) *"Instructions to Bidders"* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
 - j) *"ITB"* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
 - k) *"LOI"* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
 - l) *"Material Deviation"* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
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- m) *"Schedule of Requirements and Technical Specifications"* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.
- n) *"Services"* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *"Supplemental Information to the ITB"* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All 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:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of

- Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid :

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. 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 as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.1 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8). A scanned copy of this document must be attached with your proposal in the system and the original must be sent by mail. Original must arrive no later than [insert date and time];

9.5 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond by uploading the document with the responses in the system (including an explanation of the query but without identifying the source of inquiry). After which, all Proposers who have accepted in the Invitation will be automatically alerted that such a clarification has been posted online.
- 10.2 UNDP shall endeavor to provide such 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 Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB that will be uploaded in the system and made available to all Invited Bidders. All prospective Bidders (Bidders who have "accepted the Bid Invitation" in the system) will be notified in writing that changes have occurred through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or

inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet (DS no. 28)**, the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet (DS noS. 29 and 30)**.

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and

have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and

- c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Bid Event**). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 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 Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Bid Event**, then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP 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
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of 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 joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along 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 entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

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 joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. 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.

21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid

for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). 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 uploaded on the system. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

- 23.1 The Technical Bid and all other documents required online in the eTendering system. Bids submitted in any other form will not be accepted unless explicitly authorized by UNDP in advance.
- 23.2 In the unlikely and exceptional event that the Bidder encounter technical problems when submitting the proposal in the system, then the Bid can be sent via email as instructions in Data Sheet (DSNo. Xx). Bidders are however strongly advised to undertake all necessary efforts, including requesting support from UNDP, to submit the Bid through the online system. In all cases, email submissions must be authorized and accepted by UNDP prior to the submission deadline indicated. *Bids submitted via email which does not have prior authorization by UNDP will not be accepted.*
- 23.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Withdrawal, Substitution, and Modification of Bid

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set

of information furnished by UNDP.

- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by cancelling or editing their bid in the system

25. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, 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.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

26. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

27. Evaluation of Bid

29.1 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the

- bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
 - c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
 - d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
 - e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
 - f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
 - g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

28. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, 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 Bid, in accordance with ITB Clause 35.

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 Bid.

29. Responsiveness of Bid

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, and specifications of the ITB without material deviation, reservation, or omission.

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.

30. Nonconformities, Reparable Errors and Omissions

30.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

30.4 In the event when Provided that the Bid is substantially responsive, the system automatically calculates the final bid prices by multiplying the unit price by the quantity.

30.5 The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed:

30.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

31. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

32. Award Criteria

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 (See DS No. 32).

33. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related 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.

34. Contract Signature

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 of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall 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 Bidder with the second highest rated Bid, or call for new Bid.

35. Performance Security N/A

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

36. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

37. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Bidders

DATA SHEET²

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

| DS No. | Cross Ref. to Instructions | Data | Specific Instructions / Requirements |
|--------|----------------------------|--|--|
| 1 | | Project Title: | "Better Coordination of Protection of Land Border between Azerbaijan and Georgia" project |
| 2 | | Title of Goods/Services/Work Required: | Procurement of UAZ utility vehicle and UAZ for medical services for the State Border Service |
| 3 | | Country: | Azerbaijan |
| 4 | C.13 | Language of the Bid: | <input checked="" type="checkbox"/> English |
| 5 | C.20 | Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements | <input checked="" type="checkbox"/> Not allowed |
| 6 | C.20 | Conditions for Submitting Alternative Bid | <input checked="" type="checkbox"/> Shall not be considered |
| 7 | C.22 | A pre-Bid conference will be held on: | <p>Time: 15:00 Local time Date: 25 December 2017, 16:00 local time Venue: UNDP CO Azerbaijan</p> <p>The UNDP focal point for the arrangement is: Mrs. Humaya Husseynova Address: 3, 50th UN Anniversary street Telephone: +99412 4989888</p> |

| | | | |
|----|--------------------|--|---|
| | | | E-mail: procurement.aze@undp.org |
| 8 | C.21.1 | Period of Bid Validity commencing on the submission date | <input checked="" type="checkbox"/> 120 days |
| 9 | B.9.5 C.15.4 b) | Bid Security | <input checked="" type="checkbox"/> Required Amount: USD 6000 Form: Bank Guarantee |
| 10 | B.9.5 | Acceptable forms of Bid Security | <input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template) |
| 11 | B.9.5 C.15.4 a) | Validity of Bid Security | N/A 120 days from the last day of Bid submission. Bid Security of unsuccessful Bidders shall be returned. |
| 12 | | Advanced Payment upon signing of contract | <input checked="" type="checkbox"/> Allowed up to a maximum of 20% of contract ³ |
| 13 | | Liquidated Damages | <input checked="" type="checkbox"/> Will be imposed under the following conditions: 0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated. |
| 14 | F.37 | Performance Security | <input checked="" type="checkbox"/> Not Required |
| 15 | C.17 C.17.2 | Preferred Currency of Bid and Method for Currency conversion | <input checked="" type="checkbox"/> USD |
| 16 | B.10.1 | Deadline for submitting requests for clarifications/questions | 7 days before the submission date |
| 17 | B.10.1 | Contact Details for submitting clarifications/questions ⁴ | Focal Person in UNDP: : Ms. Humaya Huseynova, Procurement Specialist, UNDP Azerbaijan Address:3, UN 50th Anniversary str., Baku, AZ1001, Azerbaijan E-mail address dedicated for this purpose: |

| | | | |
|----|----------------|---|--|
| | | | procurement.aze@undp.org |
| 18 | B.11.1 | Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries | X Uploaded in the system.. Once uploaded, Prospective Proposers (i.e. Proposers that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system |
| 21 | C.21.1 D.24 | Deadline of Bid Submission | Date and Time: January 19, 2017 6:00 PM PLEASE NOTE:- 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist. |
| 22 | D.23.2 | Manner of Submitting Bid | Online bidding in Etendering module. X Electronic submission of Bid Username: event.guest Password:why2change Please note: 1. <u>It is strongly recommended to create your username with two parts, your first name and last name separated by '.', similar to the one shown above.</u> 2. <u>You can participate in the bid event only if</u> |

| | | | |
|----|----------------|---|--|
| | | | <p><i>you have registered in the system.</i></p> <p><u>Please refer to Appendix A-Instruction to bidders and Appendix B-Q&A for bidders.</u></p> |
| 23 | D.23.2 D.26 | Conditions and Procedures for electronic submission and opening, if allowed | <p>X Official Address for e-submission: https://etendering.partneragencies.org</p> <p>X Format : PDF files only</p> <p>X Mandatory subject of email : "Procurement of UAZ utility vehicle and UAZ for medical services for the State Border Service"</p> <p>X Time Zone to be Recognized: 18:00, local Baku time.</p> |
| 24 | D. 23 | Date, time and venue for Public Bid Opening | On line bid opening, UNDP Office Azerbaijan |
| 25 | | Evaluation method to be used in selecting the most responsive Bid | <p>X Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and</p> <p>X Lowest price offer of technically qualified/responsive Bid</p> |
| 26 | C.15.1 | <p>Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)</p> <p><i>[check all that apply, delete those that will not be required.]</i></p> | <p>X Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</p> <p>X 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</p> <p>X Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country, if applicable</p> <p>X Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</p> <p>X Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</p> <p>X Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 2 years</p> |

| | | | |
|----|--------|--|--|
| | | | <p>X List of Bank References</p> <p>X All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p> |
| 27 | | Other documents that may be Submitted to Establish Eligibility | N/A |
| 28 | C.15 | Structure of the Technical Bid and List of Documents to be Submitted | <i>Please see Section 3a</i> |
| 29 | C.15.2 | Latest Expected date for commencement of Contract | <i>February 1, 2017</i> |
| 30 | C.15.2 | Maximum Expected duration of contract | 1 month |
| 31 | | UNDP will award the contract to: | X One Bidder only |
| 32 | F.34 | Criteria for the Award and Evaluation of Bid | <p><u>Award Criteria</u></p> <p>X Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications</p> <p><u>Bid Evaluation Criteria</u>⁵</p> <p>X Minimum no. of years of experience in similar contracts: [3 years];</p> <p>X Minimum annual turnover of 800 000 USD for the past last year;</p> <p>X Full compliance of Bid to the Technical Requirements;</p> <p>X Quality Inspection and Testing Certificates for the goods to be supplied;</p> <p>X After-sales service of at least [1 year];</p> <p>X Qualifications of Key Personnel. CVs for key personnel that will be provided to support the implementation of this project</p> <p>X Warranty and services for a minimum period of [1 year];</p> <p>X Acceptability of the Transportation/Delivery Schedule;</p> |

| | | | |
|----|------|---|---|
| | | | |
| 33 | E.29 | Post qualification Actions | X Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; |
| 34 | | Conditions for Determining Contract Effectivity | X Final payment will be based on final delivery and testing, installation and upon quality certification and act of acceptance |
| 35 | | Other Information Related to the ITB ⁶ | <i>[All other instructions and information not mentioned in DSs 1-33 but are relevant to the ITB must be cited here, and any further entries that may be added below this table row.]</i> |

Section 3a: Schedule of Requirements and Technical Specifications

| Item/s to be Supplied | Quantity | Description/Specifications of Goods | | Delivery Date |
|-----------------------|--|-------------------------------------|------------------------|------------------|
| UAZ utility vehicle | 10 | Seating capacity | 5 | 10 February 2017 |
| | | Length, mm | 4100 | |
| | | Width without mirrors, mm | 1730 | |
| | | Width with mirrors, mm | 2010 | |
| | | Height, mm | 2025 | |
| | | Wheel base, mm | 2380 | |
| | | Front/rear track, mm | 1465/1465 | |
| | | Road clearance, mm | 210 | |
| | | Fording depth, mm | 500 | |
| | | Curb weight, kg | 1845 | |
| | | Gross weight, kg | 2520 | |
| | | Load capacity, kg | 675 | |
| | | Fuel | Petrol A-92 | |
| | | Volume, l | 2,693 | |
| | | Maximum output, hp (kW) | 128 (94,1) at 4600 rpm | |
| | | Maximum torque, Nm (kgf/m) | 209,7 at 2500 rpm | |
| | | Wheel arrangement | 4 x 4 | |
| | | Transmission | manual, 5-speed | |
| Transfer case | 2-speed (transmission ratio of low gear i=2,542) | | | |
| Wheel drive | Rear wheel drive can shift into part-time 4WD | | | |

| | | | | |
|---------------------------------|--|-----------------------------|------------------------|------------------|
| | | Maximum speed, km/h | 130 | |
| | | Fuel consumption at 90 km/h | 11,5 | |
| | | Fuel tank capacity, l | 72 | |
| UAZ for medical services | 5 | Seating capacity | 5 | 10 February 2017 |
| | | Length, mm | 4363 | |
| | | Width without, mm | 1940 | |
| | | Height, mm | 2064 | |
| | | Wheel base, mm | 2300 | |
| | | Road clearance, mm | 205 | |
| | | Fording depth, mm | 500 | |
| | | Curb weight, kg | 2000 | |
| | | Gross weight, kg | 2850 | |
| | | Load capacity, kg | 845 | |
| | | Engine | 3M3-40911.10 | |
| | | Fuel | Petrol A-92 | |
| | | Volume, l | 2.693 | |
| | | Maximum output, hp (kW) | 112 (82.5) at 4250 rpm | |
| | | Maximum torque, Nm (kgf/m) | 198 at 2500 rpm | |
| | | Wheel arrangement | 4 x 4 | |
| | | Transmission | manual, 5-speed | |
| Transfer case | 2-speed (transmission ratio of low gear i = 2,542) | | | |
| Maximum speed, km/h | 130 | | | |
| Fuel consumption at 80 | | | | |

| | | | | |
|--|--|-----------------------|-------|--|
| | | km/h | 4 x 4 | |
| | | Fuel tank capacity, l | 11.2 | |
| | | Maximum speed, km/h | 77 | |

Section 3b: Related Services

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

| | | |
|---|---|--|
| Delivery Term [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i> | X DAP | |
| Exact Address of Delivery/Installation Location | 30, Zarifa Aliyeva street, Baku, Azerbaijan State Border Service of Azerbaijan | |
| Mode of Transport Preferred | <input type="checkbox"/> AIR | X LAND |
| | <input type="checkbox"/> SEA | <input type="checkbox"/> OTHER <i>[pls. specify]</i> |
| Delivery Date | 10 February 2017 | |
| Customs, if needed, clearing shall be done by: | X UNDP | |
| Ex factory / Pre-shipment inspection | By supplier | |
| Inspection upon delivery | UNDP/Project will conduct post-delivery system inspection on each field unit and will then verify operating functions as designed. | |
| Testing Requirements | The Supplier will site test all equipment. Any defects found shall be rectified at no additional cost to the UNDP | |
| Scope of Training on Operation and Maintenance | Training will be provided by supplier. | |
| Commissioning | The Supplier will assist the client and his representatives in the commissioning of all equipment supplied | |
| Technical Support Requirements | The Supplier will ensure provision of technical support via telephone, electronic mail or any other appropriate means of communication for a period not less than one year after installation and final commissioning | |
| Payment Terms <i>(max. advanced payment is 20% of total price as per UNDP policy)</i> | X Max of 20% upon issuance of PO and the rest within 30 days from UNDP's acceptance of goods as specified and receipt of invoice | |
| Conditions for Release of Payment | X Inspection upon arrival at destination <i>[Project staff will inspect and control arrived equipment as per indicated deliverables.]</i> X Written Acceptance of Goods based on full compliance with ITB requirements | |
| After-sale services required | X Warranty and Labor for minimum period of 1 year | |
| All documentations, including catalogs, instructions and operating manuals, shall be in this language | X English | |

Section 4: Bid Submission Form⁷

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location

Insert: Date

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] in accordance with your Invitation to Bid dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that :

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

⁷ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form⁸

Date: *[insert date (as day, month and year) of Bid Submission]*
 ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

| | | |
|--|---------------------------------|---------------------------------------|
| 1. Bidder's Legal Name <i>[insert Bidder's legal name]</i> | | |
| 2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i> | | |
| 3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i> | | |
| 4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i> | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i> | | |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years | | |
| 10. Latest Credit Rating (Score and Source, if any) | | |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. | | |
| 12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i> | | |
| 13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO | | |

⁸ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- All eligibility document requirements listed in the Data Sheet
- If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)⁹

Date: *[insert date (as day, month and year) of Bid Submission]*
ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

| | | |
|--|---------------------------------|---------------------------------------|
| 1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i> | | |
| 2. JV's Party legal name: <i>[insert JV's Party legal name]</i> | | |
| 3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i> | | |
| 4. Year of Registration: <i>[insert Party's year of registration]</i> | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i> | | |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years | | |
| 10. Latest Credit Rating (if any) :Click here to enter text. | | |
| 1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text. | | |

⁹ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

13. JV's Party Authorized Representative Information

Name: *[insert name of JV's Party authorized representative]*

Address: *[insert address of JV's Party authorized representative]*

Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]*

Email Address: *[insert email address of JV's Party authorized representative]*

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- All eligibility document requirements listed in the Data Sheet
- Articles of Incorporation or Registration of firm named in 2.
- In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Bid Form¹⁰

INSERT TITLE OF THE ITB

| | |
|--------------------------------------|--|
| Name of Bidding Organization / Firm: | |
| Country of Registration: | |
| Name of Contact Person for this Bid: | |
| Address: | |
| Phone / Fax: | |
| Email: | |

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

¹⁰ *Technical Bids not submitted in this format may be rejected.*

| Name of project | Client | Contract Value | Period of activity | Types of activities undertaken | Status or Date Completed | References Contact Details (Name, Phone, Email) |
|-----------------|--------|----------------|--------------------|--------------------------------|--------------------------|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

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 specifications.

2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

| Item No. | Description/ Specification of Goods | Source/ Manufacturer | Country of Origin | Qty | Quality Certificate/ Export Licences, etc. (indicate all that applies and if attached) |
|----------|-------------------------------------|----------------------|-------------------|-----|--|
| | | | | | |
| | | | | | |

A supporting document with full details may be annexed to this section

2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

2.3. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6 Implementation Timelines: The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.7. Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture

of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.8. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the bid and its implementation.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

| | | |
|--|--|--|
| Name: | | |
| Role in Contract Implementation: | | |
| Nationality: | | |
| Contact information: | | |
| Countries of Relevant Work Experience: | | |
| Language Skills: | | |
| Education and other Qualifications: | | |
| Summary of Experience: <i>Highlight experience in the region and on similar projects.</i> | | |
| Relevant Experience (From most recent): | | |
| Period: From – To | Name of activity/ Project/ funding organisation, if applicable: | Job Title and Activities undertaken/Description of actual role performed: |
| <i>e.g. June 2010-January 2011</i> | | |
| <i>Etc.</i> | | |
| <i>Etc.</i> | | |
| References (minimum of 3): | <i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i> | |

Declaration:

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

Signature of the Nominated Team Leader/Member

Date Signed

Section 7: Price Schedule Form¹¹

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders. The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to lot prices. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

The format shown on the following pages is suggested for use as a guide in preparing the Price Schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverable Items*

| No. | Deliverables | Expected Date of Delivery/Completion | Percentage of Total Price | Price (Lump Sum, All Inclusive) |
|-----|--|--------------------------------------|-----------------------------------|---------------------------------|
| 1 | Advance payment | February, 2017 | 20% After signing of the contract | |
| 2 | Deliverable1: Based on final delivery of goods | 10 February, 2017 | 80% after receiving of all goods | |
| | Total | | 100% | |

* This shall be the basis of payment tranches

B. Cost Breakdown by Cost Component:

The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed for additional set of goods and/or related services.

| Deliverables and Sub-Components | (a) Quantity | Country of Origin | (b) Unit Price | (c)=(a)x(b) Total Cost of Goods | Brief Description of Related Services | (d) Cost of Related Services | (c) + (d) Total Price |
|---------------------------------|-----------------|----------------------|----------------------|---------------------------------------|--|---------------------------------------|-----------------------------|
| UAZ utility vehicle | 10 | | | | | | |
| UAZ for medical services | 5 | | | | | | |

Section 10: Form for Advanced Payment Guarantee¹²

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

_____ [Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: _____ [Name and Address of UNDP]
Date: _____ ++++++
ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Company] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of ITB requirements] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])¹³ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract. It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2___, 20___ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

¹² This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

¹³ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

Section 8: FORM FOR BID SECURITY

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

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called "the Bidder") has submitted a Bid to UNDP dated *Click here to enter a date.* , to deliver goods and execute related services for *[indicate ITB title]* (hereinafter called "the Bid"):

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

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bid;
- c) Fails to comply with UNDP's variation of requirement, as per ITB Section F.3; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

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

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

This guarantee shall be valid until 30 days after the date of validity of the bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 11: Contract

**[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT THAT
WILL BE USED AND THE GENERAL TERMS AND CONDITIONS]**