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# INVITATION TO BID

## CONSTRUCTION OF TWO MEDICAL WASTE INCINERATORS IN MOZAMBIQUE, UNDER 2 LOTS:

**LOT 1 (NAMPULA TOWN, NAMPULA PROVINCE)**

**LOT 2 (CHONGOENE, GAZA PROVINCE)**

ITB No.: ITB\_02\_2022

Project: Health Shtengentheening System (HSS)

Country: Republic of Mozambique

Issued on: 21 February 2022

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## Section 1. Letter of Invitation

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

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

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Returnable Bidding Forms
  - o Form A: Bid Submission Form
  - o Form B: Bidder Information Form
  - o Form C: Joint Venture/Consortium/Association Information Form
  - o Form D: Qualification Form
  - o Form E: Format of Technical Bid
  - o Form F: Price Schedule
  - o Form G: Form of Performance Security
  - o FORM H: Form for Bid Security
  - o FORM I: Form for Advanced Payment Guarantee
  - o Form J: Model Contract for Works
- Annex 1: Drawings for Gaza and Nampula (in Portuguese)
- Annex 2: BoQs for Gaza and Nampula (in Portuguese)
- Annex 3: Descriptive Memory (in Portuguese)

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

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

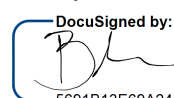
UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

Issued by

DocuSigned by:  
  
 F5D9783F118246A...

Name: Liliana Caterov  
 Title: Procurement Specialist  
 Date: **February 21, 2022**

Approved by:

DocuSigned by:  
  
 5691B13E69A2458...

Name: Martin Boben  
 Title: Head of Procurement  
 Date: **February 21, 2022**

## Section 2. Instruction to Bidders

### GENERAL PROVISIONS

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

	<p>these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
<b>4. Conflict of Interests</b>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> <li>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
<b>B. PREPARATION OF BIDS</b>	
<b>5. General Considerations</b>	<p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p>

<b>6. Cost of Preparation of Bid</b>	6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
<b>7. Language</b>	7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
<b>8. Documents Comprising the Bid</b>	8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
<b>10. Technical Bid Format and Content</b>	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p>
<b>11. Price Schedule</b>	<p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
<b>12. Bid Security</b>	12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.

	<p>12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ul style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul> </li> </ul>
<b>13. Currencies</b>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> <li>a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and</li> <li>b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</li> </ul>
<b>14. Joint Venture, Consortium or Association</b>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by</p>



	<p>UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<b>15. Only One Bid</b>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;</li> <li>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li> </ul>
<b>16. Bid Validity Period</b>	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<b>17. Extension of Bid Validity Period</b>	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p>

	17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
<b>18. Clarification of Bid (from the Bidders)</b>	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
<b>19. Amendment of Bids</b>	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
<b>20. Alternative Bids</b>	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
<b>21. Pre-Bid Conference</b>	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>

## C. SUBMISSION AND OPENING OF BIDS

<b>22. Submission</b>	<p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
<b>Hard copy (manual) submission</b>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
<b>Email and eTendering submissions</b>	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> <li>Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> <li>Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</li> </ol> <p>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a></p>
<b>23. Deadline for Submission of</b>	<p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the</p>

<b>Bids and Late Bids</b>	submission of Bids.
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
<b>25. Bid Opening</b>	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
<b>D. EVALUATION OF BIDS</b>	
<b>26. Confidentiality</b>	<p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
<b>27. Evaluation of Bids</b>	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> <li>Preliminary Examination including Eligibility</li> <li>Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> </ol>

	<ul style="list-style-type: none"> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> </ul> <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
<b>28. Preliminary Examination</b>	<p>28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
<b>29. Evaluation of Eligibility and Qualification</b>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
<b>30. Evaluation of Technical Bid and prices</b>	<p>30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
<b>31. Due diligence</b>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on</li> </ul>

	<p>on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
<b>32. Clarification of Bids</b>	<p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
<b>33. Responsiveness of Bid</b>	<p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<b>34. Nonconformities, Reparable Errors and Omissions</b>	<p>34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <p>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall</p>

	be rejected.
<b>E. AWARD OF CONTRACT</b>	
<b>35. Right to Accept, Reject, Any or All Bids</b>	35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
<b>36. Award Criteria</b>	36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
<b>37. Debriefing</b>	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
<b>38. Right to Vary Requirements at the Time of Award</b>	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
<b>39. Contract Signature</b>	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
<b>40. Contract Type and General Terms and Conditions</b>	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
<b>41. Performance Security</b>	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
<b>42. Bank Guarantee for Advanced Payment</b>	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form

	<p>available at  <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a></p>
<b>43. Liquidated Damages</b>	<p>43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.</p>
<b>44. Payment Provisions</b>	<p>44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.</p>
<b>45. Vendor Protest</b>	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:  <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a></p>
<b>46. Other Provisions</b>	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15  <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p>



## Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	Portuguese or English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	<p><b>Not Allowed</b></p> <p>Bidders may elect to submit offers for one or more lots.</p> <p>The requested works have been subdivided into TWO (2) separate LOTS, as per the distribution below:</p> <p>LOT 1 (NAMPULA TOWN, NAMPULA PROVINCE)</p> <p>LOT 2 (CHONGOENE, GAZA PROVINCE)</p> <p><b>IMPORTANT NOTE TO BIDDERS</b></p> <ul style="list-style-type: none"> <li>Bids not quoting for all (100%) items and in the quantities specified under a lot will be considered incomplete and will be disregarded.</li> <li>UNDP will evaluate the bids for each individual lot.</li> </ul>
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	<p><b>Will be Conducted</b></p> <p style="text-align: center;"><b><u>PRE-BID CONFERENCE</u></b></p> <p>Date and time: <b>March 01, 2022 11:00 AM</b> Maputo Local Time</p> <p>Venue: Online, link</p> <p><a href="https://undp.zoom.us/j/85121918179?pwd=WHdxZ2tpeHk1UIQ1UjdGMzdWekZFQT09">https://undp.zoom.us/j/85121918179?pwd=WHdxZ2tpeHk1UIQ1UjdGMzdWekZFQT09</a></p> <p><b>Meting ID: 851 2191 8179</b></p> <p><b>Password: 232805</b></p> <p><b>INTERESTED BIDDERS ARE STRONGLY ENCOURAGED TO ATTEND THIS SESSION.</b></p> <p>To confirm your attendance to either conferences please e-mail:</p> <p>Focal Point: Liliana Caterov, E-mail: <a href="mailto:liliana.caterov@undp.org">liliana.caterov@undp.org</a></p> <p>copy to <a href="mailto:procurement.mozambique@undp.org">procurement.mozambique@undp.org</a></p>

			<p style="text-align: center;"><b><u>SITE VISIT AND INSPECTION</u></b></p> <p>Although not mandatory, UNDP Mozambique draws the attention of bidders to the following:</p> <ul style="list-style-type: none"> <li>• Site visit and inspection of each site are opened to all interested prospective bidders.</li> <li>• Under each lot, location of sites are provided under Section 5a below. Although not mandatory, bidders are highly encouraged to visit the site/s to understand the ground conditions.</li> <li>• Bidders, at their own responsibility and risk, are encouraged to visit and examine the site condition and its surroundings to obtain all information that may be necessary for preparing their Bid.</li> <li>• The costs of visiting each Site remains at the Bidder's own expense.</li> <li>• All queries covering matters related to site survey and inspection, submission, evaluation and award, will be responded during the pre-bid conference.</li> <li>• Prospective bidders interested to visit the site/s are required to coordinate prior with UDNP by writing to <a href="mailto:liliana.caterov@undp.org">liliana.caterov@undp.org</a></li> </ul>
5	16	Bid Validity Period	90 days
6	13	Bid Security	<p>Required in the amount of USD8,000 for Lot 1 (Nampula) and USD8,800 for Lot 2 (Gaza)</p> <p>Acceptable Form of Bid Security</p> <ul style="list-style-type: none"> <li>▪ Bank Guarantee (See Section 6 FORM H for template)</li> </ul> <p>A scanned copy of the bid security shall be submitted as part of the e-Tendering bid submission. The original of the Bid Security shall be delivered to the below address not later than 10 days after the submission deadline.</p> <p><b>UNDP Mozambique, Av Kenneth Kaunda, 921/931, Maputo Cidade, Mozambique</b></p>
7	41	Advanced Payment upon signing of contract	<p>Allowed up to a maximum of 20% of contract value</p> <p>If the advance payment is equivalent or above Thirty Thousand USD (30,000) USD, the bidder shall submit a Bank Guarantee in the full amount of the advance payment, using the form and the content of the document in Section 6 (FORM I: Form for Advanced Payment Guarantee)</p>

			The advance payment is based on the Contract Price excluding contingences and provisional sum and will be paid in the same currencies and proportions as the Contract Price.
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Percentage of contract price per day of delay: <b>0.5%</b> for every day of delay up to a maximum number of <b>30</b> calendar days, after which UNDP may terminate the contract.</p>
9	40	Performance Security	<p>Required in the amount of 10% of the contract amount in Form of:</p> <ol style="list-style-type: none"> <li>Bank guarantee issued by a reputable bank.</li> <li>Should be submitted within 15 days upon issuance of letter of intent/contract.</li> <li>The proceeds of the Performance Security shall be payable to UNDP as a compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract.</li> <li>The Performance Security shall be denominated in the currency of the contract valid for a period of 16 months. The period of 16 months includes 4 months necessary for works' completion and 12 months of Defects Liability Period.</li> </ol>
10	12	Currency of Bid	<p>United States Dollar</p> <p>United States Dollar will be also the contract currency and the currency of performance security.</p> <p>Payments under the contract will be made in local currency (applicable to local vendors only) based on UN Operational Rate of Exchange on the day of payment</p> <p><a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a></p>
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Liliana Caterov</p> <p>E-mail address: <a href="mailto:liliana.caterov@undp.org">liliana.caterov@undp.org</a> copy to <a href="mailto:procurement.mozambique@undp.org">procurement.mozambique@undp.org</a></p> <p><b>Only requests for clarifications should be sent to this email address. Bids submitted to this email address will be disqualified. Bids must be submitted through e-Tendering only as provided in BDS No.15 below.</b></p> <p>Any delay in UNDPs response shall not be used as a reason for extending the submission deadline, unless UNDP determines</p>

			that such an extension is necessary and communicates a new submission deadline in writing to Bidder
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<p>Posted directly to e-Tendering  <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>  Proposers are advised to frequently check the above-mentioned website for any addenda/clarifications that may be posted.</p> <p>Also posted on the following corporate websites:  <a href="http://procurement-notices.undp.org/">http://procurement-notices.undp.org/</a>  <a href="https://www.ungm.org/Public/Notice">https://www.ungm.org/Public/Notice</a></p>
14	23	Deadline for Submission	<p>Date and Time: <b>March 14, 2022 15:00 PM Mozambique, Maputo time zone.</b></p> <p>For eTendering submission - as indicated in eTendering system, please note that system time zone is in EST/EDT (New York) time zone.</p> <p>Try to submit your bid a day prior or well before the closing time. If you face any issues submitting your bid at the last minute, UNDP may not be able to provide any assistance.</p>
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering
15	22	<b>Bid Submission Address</b>	<p><a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></p> <p><b>Business Unit: MOZ10</b>  <b>Event ID: ITB022022</b></p>
16	22	Electronic submission (eTendering) requirement	<ul style="list-style-type: none"> <li>Only electronic submission in the e-tendering module.</li> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Max. File Size per transmission: 50 MB</li> </ul> <p>Bidders are encouraged to check the attachment formats prior to submission as UNDP will not be responsible if attachments are in other formats that cannot be opened without additional software.</p> <p><b>For eTendering guidance please, consult Resources for Bidders:</b>  <a href="https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders.html">https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders.html</a></p>

			<a href="https://www.youtube.com/watch?v=Trv1FX6reu8">https://www.youtube.com/watch?v=Trv1FX6reu8</a> <b>Video Guide on How to Register a Bidder Profile on eTendering</b> <a href="https://www.youtube.com/watch?v=cy34AXsYMrC">https://www.youtube.com/watch?v=cy34AXsYMrC</a> <b>Video Guide on How to Submit a Bid on eTendering</b>
17	25	Date, time and venue for the opening of bid	This is an e-Tendering submission, all bidders who have registered and submitted their bids for this tender will receive an automatic bid opening notification.
18	27, 36	Evaluation Method for the Award of Contract	<ul style="list-style-type: none"> <li>• Lowest priced technically responsive, eligible and qualified bid.</li> <li>• UNDP Mozambique will undertake the technical evaluation per lot against the technical specifications and delivery time</li> <li>• The evaluation of each lot is mutually exclusive.</li> </ul>
19		Expected date for commencement of Contract	<i>May 2, 2022</i>
20		Maximum expected duration of contract	16 Calendar Months, starting from the date on which the Contractor is given Access to the Site and ending on the date of final completion of Works stated in the Certificate of Final Completion. The period of 16 months includes <b>4 months</b> necessary for works' completion and 12 months of Defects Liability Period.
21	35	UNDP will award the contract to:	<p>One Proposer per Lot</p> <p>EACH LOT will be awarded to the lowest Priced bidder deemed Technically Responsive, following mandatory Eligibility, Qualification and Delivery assessment.</p> <p>Nonetheless, the if the same bidders is the lowest priced technically responsive on all lots, this bidder will be awarded, provided that they evidence sound capacity and different personnel to undertake the works simultaneously in different locations.</p>
22	39	Type of Contract	<p>Contract for Civil Works</p> <p><a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p>
23	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Works</p> <p><a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p>
24	31	Due diligence	UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. For more details, please, refer to point 31 of Section 2: Instruction to Bidders.

## Section 4. Evaluation Criteria

### Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity

### Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b> (Mandatory)	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b> (Mandatory)	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
<b>Conflict of Interest</b> (Mandatory)	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
<b>Bankruptcy</b> (Mandatory)	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
<b>Certificates and Licenses</b> (Mandatory)	<ul style="list-style-type: none"> <li>▪ Valid Certificate of Business Registration.</li> <li>▪ Minimum Valid class 5 Construction Company license (Alvará de 5a classe) for civil works (<i>regardless shall it be bidder or subcontractor</i>).</li> <li>▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>▪ Export/Import Licenses, if applicable</li> <li>▪ If the bidder is awarded the contract he must agree to follow the local construction regulation requirements for public buildings.</li> </ul>	Form B: Bidder Information Form
<b>QUALIFICATION</b>		
<b>History of Non-</b>	Non-performance of a contract did not occur as a result of contractor default for	Form D:

<b>Performing Contracts<sup>1</sup></b> (Mandatory)	the last 3 years.	Qualification Form
<b>Litigation History</b> (Mandatory)	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
<b>Previous Experience</b> (Mandatory)	Minimum documented 5 years of general experience in civil works, in the role of contractor, major subcontractor and/or management contractor. Specific experience in the construction of healthcare infrastructure is required.  <i>(For JV/Consortium/Association, the Lead partner should meet requirement).</i>	Form D: Qualification Form
	For each Lot: Minimum 3 contracts of similar nature and complexity implemented over the last 5 (five) years in a cumulative value not less than USD 1 MLN equivalent <ul style="list-style-type: none"> <li>- At least one of the contracts shall have a value not less than USD 400,000 equivalent.</li> <li>- At least one of the contracts shall demonstrate earlier experience in the region or Africa.</li> </ul> <i>(For JV/Consortium/Association, the Lead partner should meet requirement).</i>	Form D: Qualification Form
<b>Financial Standing</b> (Mandatory)	For each Lot: Minimum average annual turnover of USD 600,000 within the past three (3) years (2018 onwards). Provide Audited Financial Statement (Income Statement and Balance Sheet) by a certified public accountant for the financial years 2018, 2019 and 2020.  <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting audited financial reports covering the past three (3) years (2018 onwards). <i>(For JV/Consortium/Association, all Parties should meet requirement).</i>  <b>Note:</b> UNDP reserves the right to verify the bidder financial capacity and seek references from the concerned parties & banks on the bidder's financial standing.  UNDP reserves the right to reject any whom investigations reveal is not financially capable and/ or has serious financial problems.	Form D: Qualification Form

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

**Technical Evaluation**

The technical bids **for ALL LOTs** shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.

Other documents that must be Submitted to Establish Technical responsiveness of the offers in response to the ITB include:

**A) TEAM COMPOSITION AND STRUCTURE:**

The Bidder shall enclose in the bid the time-effort of each member of the team to be allocated for each stage/ milestone, expressed in number of working days.

Submission of documentary evidence, in the way of signed CVs, demonstrating that the Bidder has the following minimum key personnel:

<b>Team leader / Project Manager</b>	Civil Engineer or Architect with at least 7 years' experience in construction works management.
<b>Resident Civil Engineer*</b>	Civil Engineer with at least 5 years of onsite experience in construction works as resident supervisor.
The support team should consist of at least but not limited to:	
<b>Hydraulic engineer</b>	Hydraulic Engineer with at least 3 years of experience in installation and supervision of hydraulic systems
<b>Electrical Engineer</b>	Electrical Engineer with at least 5 years of experience in design, installation and supervision of electric systems
<b>Health, Safety, and Environmental Engineer</b>	Bachelor's degree in Engineering with Degree/Diploma in Health, Safety and Environmental field, with at least 5 years of experience in developing, implementing, and health, safety and environmental-projects.
<b>Administration Assistant</b>	Minimum 3 years relevant experience in administration services

**\*) Companies bidding for both Lots must be able to present different Resident Civil Engineers for each site.**

**B) DETAILED WORK PLAN.** The Bidder shall submit a work plan that illustrates the methodology to be followed in the implementation of the work activities. The work plan shall include:

- Time Schedule of Works. This will show a detailed list of all work activities beside their duration and sequence and delivery milestones as outlined in Schedule of Requirements and Technical Specifications/Bill of Quantities, Section 5a, within a time-frame **not to exceed 4 calendar months** from the Contract start date. This schedule shall also include the critical path and resource allocation, both human and material, to assure proper planning of work activities, including hand-over.

IMPORTANT: (A) Before the initiation of the works, the Contractor may be requested to do all pertinent modifications in the time schedule proposed by the Employer; (B) Written approval on the Work Plan must be obtained prior to execution of the project. (C) UNDP may request the Contractor to provide Schedule of Material Supply. Such schedule shall include the dates and quantities

Form E:  
Technical Bid  
Form



	<p>of material supply as well as the equipment supply. No delays are accepted due to delay in or insufficient material supply for works in the local market.</p> <p><b>C) SUBCONTRACTING:</b></p> <p><b>The maximum percentage of the Contract value allowed to be Subcontracted under this ITB is fixed at 30% of Contract value.</b> At bid submission stage, if Bidder knows the share of works they will subcontract, Bidder shall disclose this information and provide the following:</p> <ul style="list-style-type: none"> <li>• A signed agreement between the Contractor and the Subcontractor.</li> <li>• And where the Contractor is proposing to Subcontract more than 10% of the total value of the Contract, the following details shall be also enclosed in the bid submission (highlight cells in the BOQ attached in this ITB to indicate subcontracting details and include a letter of confirmation):</li> <li>• BOQ item number to be subcontracted <ul style="list-style-type: none"> <li>ii) Value of item to be subcontracted</li> <li>iii) Name of Subcontractor(s)</li> <li>iv) Full qualifications and resources details for the proposed Subcontractor(s) for evaluation purposes.</li> </ul> </li> </ul> <p><b>D) EQUIPMENT:</b></p> <ul style="list-style-type: none"> <li>• Proof of ownership or an equipment hire agreement / commitment with a reputable equipment hiring company should be provided.</li> <li>• Two Tipper/dump trucks, at least 1 with a minimum capacity of 10m<sup>3</sup></li> <li>• Two concrete mixers, at least 1 with a minimum capacity of 500 liters.</li> <li>• One TLB.</li> <li>• One Roller Compactor for bulk earthworks.</li> <li>• One Cylindrical Roller Compactor.</li> </ul> <p><b>E) WARRANTY:</b></p> <p>Written commitment to provide a warranty period of 12 calendar months following issuance of the Certificate of Substantial completion of works, which will run concurrently with the Defects Liability Period.</p>	
<b>Financial Evaluation</b>	<p>Detailed analysis of the price schedule based on requirements listed in Section 6 and quoted for by the bidders in Form F.</p> <p>Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)</p> <p>Comparison with budget/internal estimates.</p>	Form F: Price Schedule Form

## **Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities**

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### **1. GENERAL BACKGROUND**

In Mozambique, the Health Portfolio has been expanding since February 2019, being currently a multi donor funded Portfolio.

Under the Health Portfolio, UNDP's intervention contributes to the implementation of the CMAM Strategic Plan for Pharmaceutical Logistics (PELF). UNDP technical support contributes to the CMAM and NTP efforts to improve treatment outcomes for MDR-TB, infectious disease control, and storage conditions of the medicines, vaccines and other health products. New financing agreement includes intervention in Beira city (Sofala Province) Medical Warehouse, and also comprehends the procurement and installation of incinerators for North and South Regions of the country for end-user MoH/Central Medical Stores.

As part of the ONE UN Health Plan and the MoH Emergency Response Plan, and through the partnership with the Government, National Health Institute, UNDP is strengthening laboratory capacity for decentralized COVID19 testing, ensuring adequate health infrastructure, including through rehabilitation and installation of prefabricated modules. For COVID-19 response is planned the continued establishment of Laboratories for testing and respective equipment. As well, new scope of works were requested for rehabilitation of Regional Health Infrastructures (Maputo, Nampula, Beira) for end-user National Health Institute.

Through Health projects, UNDP Mozambique is also establishing hospitalization centers for COVID-19 patients; and entering in Cabo Delgado to support re-establishment of basic social services through community health centers.

#### **1.1. PROJECT DESCRIPTION**

As part of the ONE UN Health Plan and the Ministry of Health Emergency Response Plan, and through the partnership with the Government (MISAU / CMAM), UNDP supports the Ministry of Health to strengthen the capacities of the national drug supply system. This specific project includes the installation of two medical waste incinerators, in order to reduce the environmental and public health impacts that can be caused by the inappropriate disposal of expired medicines. Each incinerator comprises four main areas, namely the Waste disposal Area, Selection/Preparation Area, Ashes and cement stabilized blocks Area and Incineration Area, where the incinerator will be located, as well as the outdoor works. It is important to notice that the incinerators will be purchased in a separate process, including its installation.

To accomplish this task, UNDP aims to hire a Construction Company qualified to carry out the construction of the two medical waste incinerators compounds in Nampula and Chongoene, in the Nampula and Gaza provinces, of the Republic of Mozambique.

### **2. OBJECTIVE OF THE ASSIGNMENT**

The objective of this assignment is to build two medical waste incinerator compounds in Nampula and Chongoene. The company shall implement the civil works, Mechanical Electrical and Plumbing (MEP) facilities, coordinate the incinerators installation, outdoor works, finishing and any other related works required to ensure a full and the complete functioning waste medical incinerator facility.

### 3. SCOPE OF WORK

The scope of the works of this assignment includes the implementation of the construction works for the prefabricated laboratories. Each laboratory shall include the functional program described below:

a. **Waste disposal area** (approximate area 17.50x3.20m<sup>2</sup>)

Single story building, divided into 5 areas for waste disposal, RC and concrete blocks masonry structure with light roof, including doors windows and electrical network.

b. **Selection/Preparation Area** (approximate area 12x16m<sup>2</sup>)

Single story building, divided into warehouse, toilet, offices and selection areas, RC and concrete blocks masonry structure with light roof, including doors, windows, water and electrical networks.

c. **Ashes and cement stabilized blocks Area** (approximate area 5x5m<sup>2</sup>)

Single story shed, for the production of ashes blocks stabilized with cement, RC structure with light roof, including electrical network.

d. **Incineration Area** (approximate area 12x6m<sup>2</sup>)

Single story building, divided into 3 areas for the incinerators shed, ashes and fuel tank, RC and concrete blocks masonry structure with light roof, including doors windows and electrical network.

e. **Outdoor works** (approximate area: refer to Annexes 1 and 2)

Including a paved parking and maneuvering area for trucks, water and electrical networks and a septic tank.

### 4. SITE LOCATION

The molecular biology laboratories will be located as per the table below:

Province	Project	GPS coordinates
Nampula	Nampula Medical Waste Incinerator	-15.070 , 39.213
Gaza	Chongoene Medical Waste Incinerator	25.050 , 33.744

It is expected that during the construction and installation of the Medical Waste Incinerators the Resident Civil Engineer performs daily duties at the construction site.

It is expected that the Project Manager visit the sites during consignment, substantial completion of works and monthly meetings.

The construction company firm is responsible for their own workplace and running costs. It shall consider daily visits to construction sites. The construction company is responsible for its own working conditions during all phases, including equipment such as computer, printer, mobile, internet connection, office stationery and personal protective equipment, among others.

UNDP will not provide any facility, support personnel, support service, or logistics, at any stage of the work. UNDP Mozambique will facilitate access to the project area and share the existing technical information in digital format.

## **5. DESCRIPTION OF THE MAIN ACTIVITIES**

The company shall implement the constructions works, including the earth works, foundation, structure, door sand windows, MEP facilities, outdoor works and finishing.

Each area must be implemented with materials with the following general specifications, or similar of equal or superior quality:

- Excavation and backfilling with compacted soil
- Reinforced concrete foundation 20/25 steel B400S
- Reinforced concrete structure 20/25 steel B400S
- Cement block masonry walls class 15 (1:3:6);
- Light roof: metal structure with galvanized GI sheets.
- Aluminum doors and windows, glass 5mm
- The structure must guarantee resistance to winds of up to 210 km/h.

## **6. EXPECTED OUTPUTS / TECHNICAL REQUIREMENTS**

The company shall implement the construction works and coordinate the installation of the incinerators in order to deliver a full and the complete functioning waste medical incinerator facility, as per the Technical Requirements described below:

### **6.1. Excavation and Earthwork**

- Clear the site of all bushes shrubs small trees and burn all arisings
- Excavate in soft material for foundation trenches not exceeding 1.5m deep starting from stripped level
- Backfilling: Return, fill in and ram selected excavated material around foundations
- Disposal of Surplus spoils: Load and cart away surplus material from site to an approved dumping site
- Selected filling: 300mm Thick hardcore fillings compacted in layers not exceeding 100mm deep and well watered and 50mm Thick murrum blinding to surfaces of hardcore
- Anti-termite treatment: Chemical anti-termite treatment as "Premise 200 SC" or other equal and approved executed complete by an approved specialist under a ten (10) year guarantee to surfaces of blinded hardcore and under trench surfaces.
- Damp proof membrane : 1000 gauge polythene or other equal and approved damp proof membrane laid under surface bed with 300mm side and end laps

## 6.2. Structural frame

- Reinforced Concrete: In situ concrete Class 20/25, vibrated and reinforced for Foundation, Beams, Columns, Floor slab, Lintels,
- Reinforcement: High tensile steel reinforcement to B400S in structural concrete work including cutting, bending, hoisting, fixing, tying wire and spacing blocks
- Formwork: Sawn formwork finish at any level to sides and soffits of beams, suspended soffits of roof slab, vertical sides of columns and lintels
- Installation of steel profiles for the roof trusses and rafters, including the continuous TIG3mm welding of all components, 02 coats of antirust and 01 coat of painting, and any complementary materials for the correct completion of the works.
- Installation of galvanized roofing sheets, 28 gauge thickness, copping ridge, overlap minimum 100mm, including fixing with screws Ø7 with rubber rain washer.

## 6.3. Walling

- External Walling: Solid concrete block walling (mix 1:3:6); bedded, load bearing 7N/mm<sup>2</sup>, jointed and pointed in cement sand (1:3) mortar

## 6.4. Doors

- Single leaf door size 900x2400mm high with made of mild steel plated door, cold rolled steel sections thoroughly cleaned and phosphatized to resist corrosion before receiving one coat of grey rust inhibiting primer
- Door shutter comprising of 40x40x4mm RHS frames, intermediate and reinforcement bars and 2mm thick mild thick steel plate welded to frame; grouted below finished floor level
- Iron Mongery fixed to manufacturer's specifications, including screws to match, mild steel bush hinges, five lever mortise lock complete with a set of lever furniture, stainless steel D-handles
- Painting and Decorating: Prepare and apply two coats of grey oxide and finished with two coats of black oil paint on metal.

## 6.5. Windows

- Aluminum window size 1500x1200mm with lower part comprising of 2No. equal 690x220mm fixed glazing, including white powder coated heavy duty aluminum frame shutter louvered windows; complete with 5mm thick 100mm high glass louver and all necessary hardware and accessories
- Window Sills: 500mm x 100mm precast concrete window sill pointed in cement and sand (1:3) mortar

## 6.6. Finishes

- Ceiling Finishes: two undercoats of brilliant white emulsion paint and two finishing coats of first quality brilliant white plastic emulsion paint to plastered ceiling surfaces (including the external soffits)

- Internal Walls Finishes: 15mm thick cement sand (1:3) plaster, and two undercoats white emulsion paint and two finishing coats of first quality soft white silk emulsion paint.
- External Walls Finishes: 15mm Cement and sand (1:3) render on block wall or concrete work and two undercoats white emulsion paint and two finishing coats of soft white weather proof paint which is offering protection against severe tropical weather.
- Floor finishes: in situ cement and sand (1:3) screeded beds 20mm thick and 8mm thick 600x600mm non-slip matt finish granito porcelain tiles, ivory color fixed on backing screed with corresponding adhesive as specified by the manufacturer; 2mm spacing between tile joints filled with dark grey grouting.
- External Paved Areas: 600x600x50mm thick precast concrete paving slabs (standard) jointed in cement and sand mortar and laid on 50mm thick sand bed

### **6.7. Electrical system**

- Supply, installation, connection, commissioning and testing, including the provision of:
- Distribution electrical box 100Amp, plastic, TP/N wall surface mounted (within the electrical duct) complete with all SP MCBs
- Moulded case mini circuit breaker 200A, 63A, 25A, and 10A Breaker G-1P-10- AUX with nonadjustable thermal magnetic trip
- Armoured Cable XLPE/SWA PVC 4/c copper cables on protective flexible PVC hose Ø25mm concealed conduit
- Lighting switch 10A 1 or 2 Gang on recessed switchboxes wired in 2.5mm<sup>2</sup> PVC single core copper cables enclosed in trunking
- Socket 13 Amp switched outlet complete with all accessories necessary for flush mounting
- LED tube 42W or =60W, 4200 or 6000 lumens, 1270mm, 220-240v, 50-60Hz, 50,000h, 4000K, 50000 switching cycles, IP65 including all the accessories for the surface mounting
- LED Outdoor Light 150W, 120-277V, 50-60Hz, IP65. 100 lm/W, 6500K, 30000h, <10kg, aluminum frame, including the fixation to the existing pole or structure.
- Split wall mounted air conditioning unit with nominal cooling capacity of 12,000 BTU/Hr, 3.6 kW, including refrigerant Charge - R407c and Ø25mm UPVC drainage pipe, remote controller, outdoor unit with nominal cooling capacity matching indoor
- Earthing protection, consisting of a copper electrode ø6mm, welded to the ISO container and connected to a ø16mm copper rod, 100cm length, buried into the ground as per drawing, and instruction, all works complete.

### **6.8. Water system**

- Supply, installation, connection, commissioning and testing, including the provision of:
- ø150mm PVC gutters and downpipes, 2% slope, , including a dust grill and fixing the gutters to the metal structure or containers, with adequate mild steel brackets at 1000mm centres.
- Rotationally moulded polyethylene cylindrical ground water storage tank of nominal capacity 3000 litres, dimensions Ø1400mm, H=2130mm, 80 kg weight.

- Water tap, including removing the existing one and connecting a new tap handspray with 1/2" tap and flexible hose complete with angle valve
- Ceramic sink and water tap, including removing the existing one and connecting a new tap handspray with 1/2" tap and flexible hose complete with angle valve and a new stainless steel sink hand basin top mounted 450x360mm with one taphole, and all the mounting accessories
- Ceramic WC, including removing the existing one and connecting a new WC stainless steel with push-button dual flush cistern, plastic single ring seat, cover with stainless steel hinges and all the fixing supports.

## 7. DURATION OF THE WORKS

Expected duration of the works:	4 months
Expected start date:	May 2022
Expected completion date:	August 2022

## 8. INSTITUTIONAL ARRANGEMENT

The Contractor shall report to UNDP Engineer who is responsible to approve its outputs or any focal point designated by UNDP Mozambique. The daily construction works will be directly supervised by an Engineering company hired by UNDP who will take care of the supervision of the works.

During the execution of the activities, it is expected the consulting firm to interact and collaborate with the responsible of surrounding buildings, technicians from the CMAM and Provincial Health Services in the respective provinces.

## 9. COMMISSIONING / DEFECTS LIABILITY PERIOD

The hired company shall report to UNDP Engineer who is responsible to approve its outputs or any focal point designated by UNDP Mozambique. The daily construction works will be directly supervised by an Engineering company who will take care of the supervision of the works.

During the execution of the activities, it is expected the consulting firm to interact and collaborate with the responsible of surrounding buildings, technicians from the CMAM and Provincial Health Services and in the respective provinces.

The construction company shall make its team available through the Defect's Notification Period of the project to repair any defect identified, develop the As-Built drawings and any other requested technical documentation and for the preparation of project related final accounts and contractual close-out. Additionally, the Consultant may be requested to maintain a presence on site for the remaining construction works or the repair of identified defects.

## Section 5b: Other Related Requirements

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:

Delivery Term [INCOTERMS 2010]	DAP Nampula DAP Chongoene
Exact Address of Delivery/Installation Location	Nampula Regional Medical Warehouse Gaza Provincial Medical Warehouse <i>GPS coordinates are provided in Section 5a above</i>
Customs, if needed, clearing shall be done by:	Supplier
Warranty/Guarantee	The successful Contractor must provide a warranty period of 12 calendar months following issuance of the Certificate of Substantial completion of works, which will run concurrently with the Defects Liability period.  The warranty will exclude malicious damage or end user damage to works by third parties.
Defects Liability	Any damage resulted from defect in execution by the Contractor on the executed works during the defects liability period should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from UNDP (or it's appointed representative); and if the contractor does not repair these damages during the above specified period, then UNDP does these repairs at the expense of the contractor, which shall be deducted from due sums against the Performance Guarantee.
Payment Terms	UNDP shall issue payments to the contractor according to an agreed at pre-award stage payment modality (refer to attached draft contract).



## Section 6: Returnable Bidding Forms / Checklist

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

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

### Technical Bid:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ Form G: Form of Performance Security	<input type="checkbox"/>
▪ Form H: Form for Bid Security	<input type="checkbox"/>
▪ Form I: Form for Advanced Payment Guarantee	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

### Price Schedule:

▪ Form F: Price Schedule Form	<input type="checkbox"/>
▪ Priced BoQ as per Annex 2	<input type="checkbox"/>

## Form A: Bid Submission Form

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

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

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

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

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

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

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

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ *[Stamp with official stamp of the Bidder]*

## Form B: Bidder Information Form

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent)</b> <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment?</b> <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy?</b> <i>(If yes, provide a Copy)</i>	[Complete]
<b>Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues</b>	[Complete]
<b>Is your company a member of the UN Global Compact</b>	[Complete]
<b>Contact person that UNDP may contact for requests for</b>	Name and Title: [Complete] Telephone numbers: [Complete]

<b>clarifications during Bid evaluation</b>	Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>▪ Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured</li> <li>▪ Provide a Valid Certificate of Business Registration</li> <li>▪ Provide a valid class 5 construction company license (<i>Alvará de 5a classe</i>)</li> <li>▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li>▪ Quality Certificate (<i>e.g., ISO, etc.</i>) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</li> <li>▪ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (<i>e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.</i>), either in its business practices or in the goods it manufactures</li> <li>▪ Local Government permit to locate and operate in assignment location, if applicable</li> <li>▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>▪ List and value of similar projects performed over the last five years, plus clients' contact details (<i>name, telephone number, email</i>) who may be contacted for further information on those contracts in table format;</li> <li>▪ List and value of on-going projects with client contact details (<i>name, telephone number and email address</i>) and current percentage completion of each on-going contract in table format;</li> <li>▪ Copies from contracts including completion certificates duly signed by the end-user for each site presented as similar experience (<i>as required under Experience Requirement, Section 4 Evaluation Criteria</i>) <b>or</b> completion certificates duly signed by the end-user only if clearly indicating project name, value and implementing period;</li> <li>▪ Statement of satisfactory performance from the top three (3) client's or more in terms of contract value for the past five (5) years;</li> <li>▪ CVs for the proposed key personnel.</li> <li>▪ Bidders' list of equipment (<i>as required under Equipment Requirement, Section 4 Evaluation Criteria</i>).</li> <li>▪ Provide Audited Financial Statement (Income Statement and Balance Sheet) for the past three fiscal years (<i>as required under Financial Standing Requirement, Section 4 Evaluation Criteria</i>).</li> </ul>

## Form C: Joint Venture/Consortium/Association Information Form

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

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

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

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

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

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

Name of partner: _____	Name of partner: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Name of partner: _____	Name of partner: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

## Form D: Eligibility and Qualification Form

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

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

### History of Non- Performing Contracts

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

### Litigation History (including pending litigation)

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

### Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 5 years.

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

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

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

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

## Current contracts commitments/Works in Progress

Complete information about all projects in progress

Name of Client	Project name and location	Contract Value	Project Start Date	Scheduled Completion Date	Completion percentage

## Financial Standing

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

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

Net Profit			
Current Ratio			

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

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.



## Form E: Format of Technical Bid

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

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

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

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

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

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

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.

#### **2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.**

In case of subcontracting, please, ensure that Subcontractors are legally registered entities with successful experience in the execution of at least 3 (three) contracts with the specified type of works/services implemented within the last 5 (five) years.

In case of subcontracting, provide the following information:

Subcontractors' name	List type of works that will be subcontracted	Percentage of total Contract Value

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- ☐ Attached are the Certificates of Incorporation/ Business Registration for Subcontractors
- ☐ Attached are the Company Profiles including past experience in delivering works/services for which they are subcontracted

- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

### SECTION 3: Management Structure and Key Personnel

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

### Format for CV of Proposed Key Personnel

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/ Qualifications</b>	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
<b>Professional certifications</b>	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i>
	<ul style="list-style-type: none"> <li>▪ Name of institution: [Insert]</li> <li>▪ Date of certification: [Insert]</li> </ul>
<b>Employment Record/ Experience</b>	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i>
	[Insert]
<b>References</b>	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>

	Reference 1: [Insert]
	Reference 2: [Insert]

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

\_\_\_\_\_  
Signature of Personnel

\_\_\_\_\_  
Date (Day/Month/Year)

*(in no circumstances here must be applied the signature of Director or other administrative person, only the signature of person whose experience and qualifications are described in CV)*

## FORM F: Price Schedule Form

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

The Bidder is required to prepare the Price Schedule following the below format.

The Bill of Quantities (BOQ) to be priced are attached separately as excel sheet - Annex 2. The Bidder can use only this BOQs to price their bid.

**Successful Bidder will be additionally required to present a detailed BoQ which will serve basis for contract management.**

**Currency of the Bid: USD**

### Price Schedule for LOT 1 *(select the relevant)*

Item #	Description	Total Price US\$
1.	CONSTRUCTION OF ONE MEDICAL WASTE INCINERATOR IN LOT 1 (NAMPULA TOWN, NAMPULA PROVINCE), MOZAMBIQUE	
Subtotal		
VAT 17%		
Subtotal + VAT 17%		
Contingencies 10%		
TOTAL and All-inclusive PRICE		

**IMPORTANT:** Kindly note that VAT for this site will not be paid to the Contractor, as this project is eligible for VAT certification mechanism (Decreto n 66.2017 Mecanismo Fiscal de Regularização do IVA). However, it will be included in the Contract for record and reporting purposes. UNDP will issue the VAT Certificate to the Contractor.

### Price Schedule for LOT 2 *(select the relevant)*

Item #	Description	Total Price US\$
1.	CONSTRUCTION OF ONE MEDICAL WASTE INCINERATOR IN LOT 2 (CHONGOENE, GAZA PROVINCE), MOZAMBIQUE	
Subtotal		
VAT 17%		

Subtotat + VAT 17%	
Contingencies 10%	
TOTAL and All-inclusive PRICE	

**IMPORTANT:** *Kindly note that VAT for this site will not be paid to the Contractor, as this project is eligible for VAT certification mechanism (Decreto n 66.2017 Mecanismo Fiscal de Regularização do IVA). However, it will be included in the Contract for record and reporting purposes. UNDP will issue the VAT Certificate to the Contractor.*

Name of Bidder: \_\_\_\_\_  
Authorised signature: \_\_\_\_\_  
Name of authorised signatory: \_\_\_\_\_  
Functional Title: \_\_\_\_\_

FORM G: Form for Performance Security2

[insert: address and email address]

**Bid Security must be issued using the official letterhead of the Issuing Bank.  
Except for indicated fields, no changes may be made on this template.**

PERFORMACE BANK GUARANTEE

To:.....

[INSERT FULL NAME AND ADDRESS OF RR or BUREAU/DIVISION  
DIRECTOR AT UNDP]

WHEREAS.....[INSERT NAME AND ADDRESS  
OF THE CONTRACTOR] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract  
No....., dated....., to execute.....[INSERT TITLE OF  
CONTRACT AND BRIEF DESCRIPTION OF WORKS], (hereinafter called "the Contract");

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR

.....

NAME OF BANK .....

<sup>2</sup> If the ITB requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of  
the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template

ADDRESS .....

DATE .....

PERFORMANCE BOND

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

WHEREAS the Contractor has entered into a contract with the Employer dated for .....[INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF THE WORKS] in accordance with the documents, plans, specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

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

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this.....day of.....2000

SIGNED ON:

SIGNED ON:

ON BEHALF OF:

ON BEHALF OF:

NAME &TITLE:

NAME &TITLE:



FORM H: Form for Bid Security

BID SECURITY

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

To: UNDP  
[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called “the Proposer/Bidder”) has submitted a Proposal/Bid to UNDP dated [Click here to enter a date.](#), to execute Services/Supply ..... (hereinafter called “the Proposal/the Bid”):

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer/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 Proposal 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 30 days from the date of the validity of the Proposal/Bid.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....

## FORM I: Form for Advanced Payment Guarantee

### ADVANCED PAYMENT GUARANTEE

This instruction section, as well as all footnotes, headers and any other instructions in this template, are only for the Business Unit's guidance and should be deleted before it is sent to the Contractor for review and signature.

How to use this template:

1. This must be finalized using the **official letterhead of the Issuing Bank**.
2. Except for indicated fields, no changes may be made on this template.
3. This Guarantee shall be required if the Contractor requests advanced payment exceeds 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, which cannot be changed without the approval of the Legal Office, BMS.

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#### **INSERT LETTERHEAD OF THE BANK**

\_\_\_\_\_ *[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]* (the "Contractor") has entered into Contract No. *[reference number of the contract]* dated *[insert: date]* with the United Nations Development Programme (the "Beneficiary") for the provision of *[insert description of the Contract]* (the "Contract").

Furthermore, we understand that, according to the terms of the Contract, an advance payment in the sum of *[amount in words] ([amount in figures])* is to be made by the Beneficiary to the Contractor against an advance payment guarantee. The Contractor has requested that we issue such guarantee.

Further to the foregoing, we *[name of Bank]* hereby irrevocably undertake to pay to you, the Beneficiary, or your accredited representative, any sum or sums not exceeding in total an aggregate amount of *[amount in words] ([amount in figures])*<sup>3</sup> (the “Guarantee”) 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 to return the amounts of the Guarantee, because the Contractor has used the advance payment for purposes other than the purposes permitted under the Contract. Such statement shall be conclusive evidence of your entitlement to payment in the amount demanded, up to the amount of this Guarantee.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Beneficiary receives full repayment of the advance payment from the Contractor.

Subject to the paragraph below, this Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758. The supporting statement under Article 15(a) thereof is excluded.

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<sup>3</sup> The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated in the currency/ies of the advanced payment as specified in the Contract.

Nothing herein or related hereto shall be deemed a waiver express or implied of the privileges and immunities of the United Nations, including its subsidiary organs nor shall it be interpreted or applied in a manner inconsistent with such privileges and immunities.

---

*[signature(s)]*

**FORM J:** Model [Contract for Works](#)

Available [here](#)

## ANNEX I



# **UNDP GENERAL CONDITIONS OF CONTRACT FOR WORKS**

Available [here](#).

## **ANNEX II**

**TECHNICAL SPECIFICATIONS/ DRAWINGS/ BoQ –**  
*as announced in the ITB incl. priced BoQ as per successful Bid*