



Fondo de Población de las  
Naciones Unidas  
Av. Guardia Civil 1231 San Isidro  
Teléfono: +511 226 1026  
Sitio web: [www.unfpa.org](http://www.unfpa.org)

May 24, 2021

**REQUEST FOR PROPOSAL (RFP)**  
**RFP Number UNFPA/PER/RFP/21/001 (1)**

For the establishment of a:

**CONTRACT FOR CIVIL WORKS**

In regards to:

SUPPLY/PROVISION OF CIVIL WORKS to LIMA, PERU (2)

**LETTER OF INVITATION**

Dear Sir/Madam,

1. The United Nations Population Fund (UNFPA), an international development agency, is seeking qualified Bids for the provision of *works*. Your company is hereby invited to submit your best Technical and Financial Bids for the requested works. Your Bid could form the basis for a contract for civil works (CCW) between your company and UNFPA.
2. To enable your company to submit a Bid, please read the following attached documents carefully:

Section I:	Instructions to Bidders
Section II:	Terms of Reference
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions of Contract
Section V:	Supplier Qualification Requirements
Section VI:	Bid and Returnable Forms
Section VII:	Contractual Forms

3. The Bid process will be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid *separately* from their Financial Bid containing price information. Specific instructions for the submission can be found **Section I – Instructions to Bidders, clause 20 Submission, Sealing and Marking of Bids**.
4. Bidders are requested to carefully read **Section I – Instructions to Bidders, clause 20 Submission, Sealing and Marking of Bids**, where detailed instructions of the submission process are provided. It is the Bidder's responsibility to assure compliance with the submission process. If the envelopes or emails are not marked / submitted per the instructions, UNFPA will neither assume responsibility for the bid's misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in your Bid being declared invalid.



All Bids comprising of Technical and Financial parts should reach the below and corresponding addresses no later than [25/06/2021 ], at [18:00 Lima, Peru]<sup>1</sup>: **(3)**

- a. If you choose to submit your Bid in hard copy, your Technical Bid and Financial Bid should be submitted in separate, sealed envelopes in accordance to **clause 20.4 Submission of hard copy Bids**, and should reach the following address:

**United Nations Population Fund**

[Av. Guardia Civil 1231 Corpac San Isidro, Lima, Peru]

- b. If you choose to submit your Bid electronically, your Technical Bid and Financial Bid should be submitted in separate emails in accordance to **clause 20.3 Submission of electronic Bids**, should reach the email inbox of [peru.procurement@unfpa.org](mailto:peru.procurement@unfpa.org) . Do not submit Bid documents to any other email address, sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid.
5. Bids received after the stipulated date and time will be rejected.
  6. Bidders are asked to acknowledge receipt of this RFP using the Bid Confirmation Form **SECTION VI – ANNEX A: BID CONFIRMATION FORM**. A completed Form should be e-mailed to: Unidad de Operaciones , [peru.procurement@unfpa.org](mailto:peru.procurement@unfpa.org) no later than one (1) week before the submission deadline and indicate whether or not a Bid shall be submitted. Bidders that will not submit a Bid are kindly asked to indicate the reason(s) for not bidding on the Bid Confirmation Form to help UNFPA improve its future Bid exercises.
  7. Any questions relating to the Bid process and/or to the attached documents shall be sent to: *Unidad de Operaciones* at email: [acclaracionescompras@unfpa.org](mailto:acclaracionescompras@unfpa.org)
- Responses to all questions received will be handled in accordance to the instructions included in Section I - Instructions to Bidders, **clause 8 Clarifications of solicitation documents**. Do not submit a Bid to this contact, or your Bid will be declared invalid, as UNFPA will not be able to guarantee the confidentiality of the Bid process.
8. UNFPA posts all Bids notices, clarifications and results in the United Nations Global Marketplace; hence, we strongly encourage Bidders to register on [UNGM](https://www.ungm.org). The UNGM is the procurement portal of the United Nations system. By registering on UNGM, suppliers become part of the database that UN buyers use when searching for suppliers. The link describes the registration process: <https://www.ungm.org/Public/Pages/RegistrationProcess>
- Suppliers can also access all UN Bids online and, by subscribing to the Tender Alert Service, suppliers can be automatically notified via email of all UN business opportunities that match the products and services for which they have registered. Instructions on how to subscribe to the Tender Alert Service can be found in the UNGM Interactive Guide for suppliers.
9. UNFPA looks forward to receiving your Bid and thanks you in advance for your interest in UNFPA procurement opportunities.
  10. This letter is not to be construed in any way as an offer to contract with your company/institution.

<sup>1</sup> <http://www.timeanddate.com/worldclock/city.html?n=69>



Yours sincerely,

DocuSigned by:  
*Hugo Gonzalez*  
58C69E9A360C448...

Hugo Gonzalez  
Representative UNFPA Peru



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## SECTION I: INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

#### 1. General

- 1.1. UNFPA Peru CO wishes to establish a contract for civil works with a qualified supplier(s) for the provision of *works* in support of UNFPA's *Programmes* located in *Peru*.
- 1.2. As a result of this competitive Bid process, UNFPA plans to sign a Contract for Civil Works with a single supplier.
- 1.3. In the event of UNFPA signing a contract the following shall apply:
  - 1.3.1. The successful Bidder(s) shall accord the same terms and conditions to any other organization with the United Nations Systems, Peru, that wishes to avail itself of such terms, after written consent from UNFPA's Procurement Services Branch
  - 1.3.2. The contract template specified in **SECTION VII- ANNEX A: TEMPLATE OF CONTRACT FOR CIVIL WORKS**, shall be used.

#### 2. Eligible Bidders

- 2.1. This Bidding process is open to all legally-constituted companies that can provide the requested *works* and have legal capacity to perform *in* the country, or through an authorized representative.
- 2.2. Bidders must not have a conflict of interest in order to be considered eligible. Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
  - 2.2.1. Are, or have been associated in the past, with a company or any of its affiliates that have been engaged by UNFPA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods and/or services to be purchased under this Bid.
  - 2.2.2. Submit more than one Bid in this Bidding process, except for alternative Bids accepted under instructions to Bidders **clause 19 is not permitted**. However, this does not limit the participation of subcontractors in more than one Bid.
  - 2.2.3. Any Bidder that is uncertain as to whether the situation it is in constitutes a conflict of interest must disclose the situation to UNFPA and seek UNFPA's guidance.
  - 2.2.4. The following information must be disclosed in the Bid:
    - 2.2.4.1. Bidding entities whose owners, part-owners, officers, directors, controlling shareholders, or key personnel are immediate family of UNFPA staff involved in procurement functions and/or of any government official of the beneficiary country and/or of any Implementing Partner (IP) receiving the goods and/or services under this RFP; and
    - 2.2.4.2. Any other situation that could potentially lead to actual or perceived conflict of interest, collusion, or unfair competition practices.
    - 2.2.4.3. Failure to disclose the information above may result in rejection or disqualification of the Bid or of the award resulting of the Bid process.



- 2.3. Bidders under declaration of ineligibility by UNFPA in accordance with clause 2 at the time of contract award will be disqualified. Bidders are not eligible to submit a Bid if at the time of Bid submission they are:
- 2.3.1. Listed as suspended or removed by the United Nations Procurement Division (UNPD);
  - 2.3.2. Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on [United Nations Global Marketplace \(UNGM\)](#) as a result of having committed fraudulent activities;
  - 2.3.3. Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
  - 2.3.4. Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).
- 2.4. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](#).
- 2.5. Accordingly, any company that is found to have undertaken unethical, unprofessional, or fraudulent activities, as defined in clause 4, will be temporarily suspended or permanently debarred from business relations with UNFPA
- 2.6. Bids may be submitted by a Joint Venture (JV). In the case of a JV:
- 2.6.1. The completed Joint Venture Partner Information Form, [SECTION VI – ANNEX F: JOINT ENTURE PARTNER INFORMATION](#), must be included with the Bid; and
  - 2.6.2. All parties to the JV shall be jointly and severally liable; and
  - 2.6.3. The JV must nominate a Representative, who will have the authority to conduct all businesses for and on behalf of all parties of the JV during the Bidding process, and, if the JV is awarded a contract, during the validity of the contract.

### 3. Cost of Bid

- 3.1. Bidder will bear all costs associated with the preparation and submission of the Bid(s), and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid.

### 4. Fraud and Corruption

- 4.1. UNFPA's Policy regarding fraud and corruption is available by clicking on [Fraud Policy](#) and applies fully to this Bid. Submission of any Bid implies that the Bidder is aware of this Policy.
- 4.2. UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. To this effect, UNFPA has developed an Anti-Fraud Policy with the aim to raise awareness of fraud risks, implement controls to prevent fraud, and establish a procedure to detect fraud and to enforce the Policy.
- 4.3. UNFPA requires that Bidders, suppliers, and contractors and their subcontractors observe the highest standards of ethics during the procurement and execution of UNFPA contracts.
- 4.4. Pursuant to this Policy, UNFPA defines the terms set forth as follows:
- 4.4.1. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;





- 4.4.2. "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
- 4.4.3. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- 4.4.4. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- 4.4.5. "Obstructive practice" means acts intended to materially impede the exercise of UNFPA's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNFPA investigation into allegations of fraud and corruption.
- 4.4.6. "Unethical practice" means conduct or behavior that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority and harassment
- 4.5. UNFPA will reject to award a contract if it determines that a Bidder recommended for award has engaged in corrupt, fraudulent, collusive, coercive, obstructive or unethical practices while competing for the contract in question;
- 4.6. UNFPA will declare a supplier ineligible, either indefinitely or for a stated period of time, to be awarded a UNFPA contract/agreement if at any time it determines that the supplier has engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices in competing for, or in executing, a UNFPA contract/agreement.
- 4.7. Any supplier participating in UNFPA's procurement activities must provide all required documents, records, and other elements to UNFPA personnel upon first request to facilitate any investigation of allegations of misconduct by either suppliers or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the supplier from the UNFPA supplier roster and may lead to suspension following review by UNFPA.
- 4.8. Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the UNFPA Office of Audit and Investigations Services as well as with any other oversight entity authorized by the Executive Director and with the UNFPA Ethics Advisor as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the Agreement, and to debar and remove the supplier from UNFPA's list of registered suppliers.
- 4.9. A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at [UNFPA Investigation Hotline](#)

## 5. Zero Tolerance

- 5.1. UNFPA has adopted a zero tolerance policy on gifts and hospitality. Bidders are therefore requested not to send gifts or offer hospitality to UNFPA personnel. If interested on reading further on this policy, please select [Zero Tolerance Policy](#).



## 6. Disclaimer

6.1. Should any of the links malfunction or are inaccessible for any reason in this Request for Proposal or any of its Annexes, suppliers can contact the Procurement Official referenced below in clause 8 and request for them to share a PDF version of such document(s).

## B. SOLICITATION DOCUMENTS

### 7. UNFPA Bidding document (5)

7.1. This RFP document is posted on [United Nations Global Marketplace \(UNGM\)](#).

7.2. Bidding documents consists of the following:

Section I:	Instructions to Bidders
Section II:	Terms of Reference
Annex A:	Instructions for Preparing Technical Bid
Section III:	UNFPA General Conditions of Contract
Section IV:	UNFPA Special Conditions of Contract
Section V:	Supplier Qualification Requirements
Section VI:	Bid and Returnable Forms
Annex A:	Bid Confirmation Form
Annex B:	Bid Submission Form
Annex C:	Bidder Identification Form
Annex D:	Bidder's Previous Experience
Annex E:	Price Schedule Form
Annex F:	Joint Venture Partner Information Form
Annex G:	Checklist of Bid Forms
Section VII:	Contractual Forms
Annex A:	Template of Proposed Contract for Civil Works
Annex B:	Bank Guarantee for Advance Payment
Annex C:	Performance Security

7.3. **Bidders are expected to examine all instructions, forms, Terms of Reference, terms and conditions contained within this Bid document.** Failure to comply with these documents shall be at the Bidder's risk and may affect the evaluation of the Bid or result in the rejection of the Bid.

7.4. Bidders are cautioned to read Section II – Terms of Reference, as there may be special requirements. The requirements presented herein are not to be construed as defining a particular service provider's service. Bidders are encouraged to advise UNFPA if they disagree.

7.5. The requirements included in this document are the minimum requirements of the services solicited. **Services offered in the Bid must meet or exceed all requirements herein.**

### 8. Clarifications of Bidding documents

8.1. Bidders requiring clarification to the Bid process and/or to the Bid documents may be addressed in writing to:

[aclaracionescompras@unfpa.org](mailto:aclaracionescompras@unfpa.org)



Bidders should **NOT** submit any Bid to this contact or your Bid will be declared invalid, as UNFPA will not be able to guarantee the confidentiality of the Bidding process.

Bidders may request clarifications no later than [June 8 , 2021], at [18:00 Lima Time]<sup>2</sup>. (6)

8.2. UNFPA will respond in writing to any requests for clarification received prior to the deadline and will circulate the answers (including an explanation of the requests without identifying the sources) to all prospective Bidders that have received the Bid documents. A copy of the questions and UNFPA's answers will also be posted on UNGM, ([www.ungm.org](http://www.ungm.org)).

8.3. UNFPA will respond to requests for clarifications as soon as possible. However, delays in UNFPA's response will not oblige UNFPA to extend the Bid submission deadline. UNFPA may extend the deadline in specific cases UNFPA deems justified and necessary.

## 9. Amendments to Bidding documents

9.1. At any time prior to the Bid submission deadline, UNFPA may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding documents by issuing an amendment.

9.2. UNFPA shall post all amendments under the original notice on UNGM. All prospective Bidders that have received the Bidding documents shall periodically check if amendments have been posted to the bidding documents on UNGM.

9.3. To give prospective Bidders reasonable time to take the amendments into account, UNFPA may, at its discretion, extend the Bid submission deadline.

## C. PREPARATION OF BIDS

### 10. Language of the Bid

10.1. Bid documents and all related correspondence will be written in English and Spanish.

**Please take into consideration that the Country Office strongly recommends the use of Spanish language in the bid submission.**

10.2. Any printed literature furnished by a prospective Bidder written in a language other than the language indicated must be accompanied by a translation in the preferred language indicated above. For the purpose of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language indicated above shall govern. The sole responsibility for translation and the accuracy thereof shall rest with the Bidder.

### 11. Bid currency and prices (7)

11.1. All prices shall be in US dollars (USD).

11.2. The Bidder shall indicate on the Price Schedule Form in accordance to **SECTION VI – ANNEX E: PRICE SCHEDULE FORM** the unit of measure, the unit price and total Bid price of the goods and/or services (where applicable) it proposes to supply under the contract.

<sup>2</sup> <http://www.timeanddate.com/worldclock/city.html?n=69>



## 12. Conversion to single currency

- 12.1. To facilitate evaluation and comparison, the procurement official will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable to USD at the [UN Operational Rate of Exchange \(UNORE\)](#) on the last day for submission of Bids.

## 13. Most favored pricing

- 13.1. By submitting a Bid, the Bidder certifies that the same services have not been offered to other customers under similar circumstances at a lower cost. Should a Bidder be found to have done so, it must offer the lower cost to UNFPA.

## 14. Validity of Bids (8)

- 14.1. Bids must remain valid for *90 calendar days* after the Bid submission deadline. UNFPA will consider Bids with shorter validity as not substantially responsive and reject them. Under special circumstances, UNFPA may request Bidders to extend the validity of their Bids. Requests for validity extension will be made in writing.

## 15. Bidders' conference (9)

- 15.1. A Bidders' conference may be conducted at UNFPA's discretion. All Bidders will be encouraged to attend. Non-attendance, however, will not result in disqualification of an interested Bidder. Minutes of the Bidders' conference will be either posted on UNGM or e-mailed to the Bidders that have confirmed participation or expressed interest in the Bid. Verbal statements made during the Bidders' conference will not modify the terms and conditions of the RFP, unless such statements are specifically written in the minutes of the Bidder conference or issued as an amendment to the Bid documents and posted on UNGM.
- 15.2. **When appropriate, a Bidders' conference will be conducted at the date, time and location specified in Section II – Terms of Reference.**

## D. SUBMISSION OF BIDS

### 16. Documents establishing eligibility and conformity to Bid documents

- 16.1. Evidence of conformity of the goods/services to the Bidding documents may include the following documentation as described in [clauses 17 Technical Bid and 18 Financial Bid](#), to be completed and returned in hard copies or in electronic format depending on the submission approach selected.
- 16.2. Submission of a Bid that does not substantially respond to the UNFPA Bid document in every respect shall be at the Bidder's risk and may result in a rejection of the Bid.

**All required documents returned with the Technical Bid should be submitted in PDF version. The Financial Bid should be submitted both in PDF version and Excel version.**

### 17. Technical Bid

- 17.1. **Documents establishing the eligibility of the Technical Bid:**
- 17.1.1. Completed and signed Bid Submission Form; [SECTION VI – ANNEX B: BID SUBMISSION FORM](#), in PDF format. Note: if the bid submission form is not submitted or not signed, and provided the bidder has not indicated they do not accept any of the conditions required in this form, UNFPA shall consider that the bidder has



accepted all such conditions. For the sake of good order, at the time of bid evaluation UNFPA will request the bidder to provide the signed Bid Submission Form.

- 17.1.2. Completed Bidder Identification Form; **SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM** in PDF format.
- 17.1.3. Completed Bidder's Previous Experience; **SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE** in PDF format.
- 17.1.4. Technical Bid, including documentation to demonstrate that the Bidder meets all requirements. The Technical Bid should be presented concisely and structured to include but not necessarily be limited to the information listed in **SECTION II: ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID** in PDF format.
- 17.1.5. Supporting documents/information per the Supplier Qualification Requirements, **SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS**
- 17.1.6. Completed Joint Venture Partner Information Form; **SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM** in PDF format. (IF APPLICABLE)
- 17.1.7. Performance Security; **SECTION VII - ANNEX C: PERFORMANCE SECURITY** in PDF format
- 17.1.8. Copy of last three audited financial statements.

## 18. Financial Bid

- 18.1. Bidders must complete the Price Schedule Form in accordance to **SECTION VI – ANNEX E: PRICE SCHEDULE FORM** – both in PDF format (signed version) and excel format. The separate Financial Bid must contain a quotation in a single currency, itemizing all services to be provided.
- 18.2. Please consider the following information when completing the Price Schedule Form:
  - 18.2.1. The Price Schedule Form must provide a detailed cost breakdown, as shown in **SECTION VI – ANNEX E: PRICE SCHEDULE FORM**. Bidders are required to provide separate figures for each of the steps for each item.
  - 18.2.2. Estimates for out of pocket expenses should be listed separately. Where installation, commissioning, training or other similar services are required to be performed by the Bidder, the Bidder shall include the prices for these services broken down into itemized prices.
  - 18.2.3. All prices/rates Bid must include all taxes. The applicable unit of measure should be clearly indicated.
  - 18.2.4. Submit this Financial Bid in a separate envelope/email from the rest of the Technical Bid.

## 19. Partial & Alternative Bids

- 19.1. Partial Bids are **not allowed** under this RFP. UNFPA reserves the right to select and accept a part or parts of any Bid.
- 19.2. Alternative bids are **not accepted**. In the event of a supplier submitting more than one bid, the following shall apply:
  - 19.2.1. All bids marked alternative bids will be rejected and only the base bid will be evaluated.
  - 19.2.2. All bids will be rejected if no indication is provided as to which bids are alternative bids.



## 20. Submission, sealing, and marking of Bids (10)

20.1. The Bid process shall be conducted through a TWO-envelope system. Interested Bidders are requested to submit their Technical Bid separately from their Financial Bid containing price information.

20.2. UNFPA provides alternative methods of Bid submission:

20.2.1. Electronic Bids may be submitted via email in accordance with the guidelines provided in [clause 20.3](#).

20.2.2. Hard copy Bids may be delivered personally, by mail, or by courier in accordance with the guidelines provided in [clause 20.3.5](#)

20.2.3. **Any of the above options is acceptable and only one method is required. In accordance with UNFPA's green procurement initiative, electronic submissions are strongly encouraged.**

## 20.3. Submission of electronic Bids (11)

20.3.1. Bidders must enter the following text in the subject line: UNFPA/PER/RFP/21/001, *Insert your Company Name*, and specify "Technical Bid" or "Financial Bid". Example below:

20.3.1.1. UNFPA/PER/RFP/21/001 [*Insert your Company Name*], Technical Bid email X

20.3.1.2. UNFPA/PER/RFP/21/001 [*Insert your Company Name*], Financial Bid

20.3.1.3. Submissions without this text in the subject line may be rejected.

20.3.2. Electronic submissions must be sent only to [peru.procurement@unfpa.org](mailto:peru.procurement@unfpa.org). Bids received at [peru.procurement@unfpa.org](mailto:peru.procurement@unfpa.org) mailbox shall not be opened before the scheduled opening date. Sending the Bid to any other email address, including as a carbon copy (cc), will violate confidentiality and result in the invalidation of the Bid

**20.3.3. The total size of the email submission must not exceed 20 MB, be advised this is the email threshold. Bidders are allowed also to share the technical and financial bids through We Transfer or Drop Box.**

20.3.4. It is recommended that the entire Bid be consolidated into as few attachments as possible, in commonly-used file formats in accordance to what has been stated in [clauses 17 & 18](#). If the Bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. Multiple emails must be clearly identified by indicating in the subject line "email X" sequentially, and the final "email Y – final".

20.3.5. It is the Bidder's responsibility to ensure that Bids sent by email are received by the submission deadline. Bidders will receive an auto-reply acknowledging the receipt of each email when it is received by UNFPA's email system. If you do not receive an auto-reply, inform to [peru.office@unfpa.org](mailto:peru.office@unfpa.org)

## 20.4. Submission of hard copy Bids (12)

20.4.1. Bidders must prepare one Original set of all Bid documents, In addition to the hard copy; Bidders should enclose their Bid documents in a USB containing an electronic version of the Bid. In the event of a discrepancy between the electronic and the hard copy version, the hard copy document will govern. Please assure to use separate media (USB) for the Technical Bid and Financial Bid.



#### 20.4.2. Marking of hard copy Bids

##### 20.4.2.1. **The outer envelope must be clearly marked with:**

UNITED NATIONS POPULATION FUND  
 [AV. GUARDIA CIVIL 1231, SAN ISIDRO]  
 UNFPA/PER/RFP/21/001, *Insert your Company Name*  
 Attention: *Unidad de Operaciones*  
**TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL**  
**DO NOT OPEN BEFORE JUNE 25, 2021**

20.4.2.2. The envelope must indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as required, UNFPA will assume no responsibility in the event of Bid misplacement or premature opening.

##### 20.4.2.3. **The inner envelopes must be clearly marked with:**

UNITED NATIONS POPULATION FUND  
*[Insert your local street/mailling address]*  
*[Insert your city and local area code]*  
*[Insert Country]*  
 UNFPA/*CCC/RFP/YY/NNN*, *Company Name*  
 Attention: *[Name of the Procurement Official]*  
**TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL**

Submission 1 of 2: UNFPA/PER/RFP/21/001, *Insert your Company Name*, Technical Bid  
 Submission 2 of 2: UNFPA/PER/RFP/21/001, *Insert your Company Name*, Financial Bid

## 21. Deadline for submission of Bid and late Bids

- 21.1. Bids must be delivered to the place, date and time specified in this RFP. If any doubt exists as to the time zone in which the Bid should be submitted, refer to <http://www.timeanddate.com/worldclock/>, or contact the Bid focal point.
- 21.2. Bids received after the submission deadline shall be declared late, rejected and the supplier informed by UNFPA accordingly. UNFPA will not be responsible for Bids that arrive late due to the courier company and any other technical issues which are not within the control of UNFPA.

## 22. Modification and withdrawal of Bids

- 22.1. Bidders are expected to have sole responsibility to examine the conformity of their Bids to the requirements of the RFP, keeping in mind that material deficiency in providing information requested by UNFPA, or lack of clarity in the description of goods or services to be provided may result negatively in the evaluation process of the Bids.
- 22.2. Bidders may modify, substitute or withdraw their Bid after submission, provided that written notice is received by UNFPA prior to the submission deadline.
- 22.3. Any proposed modification, substitution or withdrawal must be submitted in accordance to **clause 19 - Submission, sealing and marking of Bids** based on the approach utilized. The





respective envelope or email shall be clearly marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”. Any revision to the Bid must be received by the deadline.

22.4. No Bid may be modified, substituted or withdrawn in the interval between the submission deadline and the expiration of the period of the Bid validity. No Bid may be modified, substituted or withdrawn after the submission deadline.

### **23. Storage of Bids**

23.1. Bids received prior to the deadline of submission and the time of opening shall remain secure and unopened until the Bid opening date stated in UNFPA’s RFP.

## **E. BID OPENING AND EVALUATION**

### **24. Bid opening (13)**

24.1. UNFPA will conduct an internal Bid opening on June 28, 2021, at 15:00 Lima<sup>3</sup> at the UNFPA Peru office located in Av. Guardia Civil 1231- San Isidro.

24.2. Bids will be opened by an ad-hoc panel consisting of at least two staff members (of which one may be from a different United Nations agency/fund/program) and where at least one individual has no involvement in the subsequent stages of the procurement process. There will be separate Bid openings for Technical and Financial Bids. The Bidders’ names and submitted documents shall be announced and recorded on the Technical Bid opening report.

24.3. A Bid opening report will be available for viewing only to Bidders who have submitted a bid or their authorized representatives for a period of thirty days from the date of the opening. Information not included in the Bid opening report will not be provided to Bidders.

24.4. Once the Technical evaluation has been completed, the Financial Bids will be opened. During the Financial Bid opening, the Bidders’ names and the prices stated in the Financial Bid shall be announced and recorded on the Financial Bid opening report.

24.5. No Bid shall be rejected during Bid opening, except for late Bids. Rejected Bids will be shredded except for any bank securities, which will be returned to the Bidder.

### **25. Clarification of Bids**

25.1. To assist in the examination, evaluation and comparison of Bids, UNFPA may ask Bidders for clarification of their Bids. The request for clarification and the response shall be in writing by UNFPA, and no change in price or substance of the Bid shall be sought, offered or permitted. Clarification of Bids may be provided only in response to UNFPA request for clarification or request for additional information.

### **26. Preliminary examination of Bids (14)**

26.1. Prior to the detailed evaluation, UNFPA shall examine the Bids to determine whether they are complete with respect to minimum documentation requirements, whether the documents are properly signed, whether any computational errors have been made and whether the Bids are generally in order.

26.2. The procurement official will determine the substantial responsiveness of each Bid to the RFP during the preliminary examination.

<sup>3</sup> <http://www.timeanddate.com/worldclock/city.html?n=69>





26.3. A substantially responsive Bid conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- 26.3.1. Affects in any substantial way the scope, quality, or services specified; or
- 26.3.2. Limits in any substantial way, inconsistent with the Bidding documents, UNFPA's rights or the Bidder's obligations under the contract; or
- 26.3.3. If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

26.4. UNFPA considers material deviations to include, but not be limited to the following:

26.4.1. During preliminary examination of Bids

- 26.4.1.1. Absence of Bid form(s), change in the wording or lack of signature on key portions of the Bid form when this is clearly required. Any change in wording that is consistent with the standard format of the Bid form(s) is not a material deviation;
- 26.4.1.2. The Bidder indicates in the Bid that they do not accept important contract conditions, i.e. related to Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, General Conditions of Contract and Limitation of Liability;
- 26.4.1.3. Non submission of non-historical documents (documents that should be specifically prepared by the Bidder in response to this RFP) by the bid submission deadline.
- 26.4.1.4. Non-eligibility of the Bidder;
- 26.4.1.5. Financial information is included in the Technical Bid.

26.4.2. During technical evaluation of Bids and qualification of Bidders:

- 26.4.2.1. Bids do not reach the minimum threshold on technical score.
- 26.4.2.2. The Bidder does not meet the minimum conditions for qualification.

26.4.3. During Financial evaluation of Bids:

- 26.4.3.1. The Bidder does not accept the required price correction in accordance to Section I: Instructions to Bidders, [clause 27.1.3](#)
- 26.4.3.2. Required price components are missing;
- 26.4.3.3. The Bidder offers less quantity than what is required

26.5. If a Bid is not substantially responsive to the Bidding documents, it shall be rejected by UNFPA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

## **27. Non-conformities, errors, and omissions**

27.1. Provided that a Bid is substantially responsive:

- 27.1.1. UNFPA may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 27.1.2. UNFPA may request the Bidder to submit the necessary information or documentation within a reasonable period of time to rectify non-material non-conformities 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.
- 27.1.3. UNFPA shall correct arithmetical errors on the following basis:



- 27.1.3.1. 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 UNFPA there is an obvious misplacement of the decimal point in the unit price. In that case the line item total as quoted shall govern, and the unit price shall be corrected;
- 27.1.3.2. 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.

## **28. Evaluation of Bids (15)**

- 28.1. The evaluation of the Bids will be carried out in a two-step process by an evaluation panel, with evaluation of the Technical Bid being completed prior to any Financial Bid being opened and compared.
- 28.2. The Financial Bid will be opened only for those Bidders, where Technical Bids reach a minimum score of 60% and whom have fulfilled the supplier qualifications. The total number of points a Bidder may obtain for Technical and Financial Bids is 100 points.
- 28.3. Information relating to the examination, evaluation, comparison, and post-qualification of Bids and recommendation of contract award shall not be disclosed to Bidders or any other person not officially concerned with such process until the contract award is published.**
- 28.4. Any effort by a Bidder to influence UNFPA in the examination, evaluation, comparison, and post-qualification of the Bids or contract award decisions may result in the rejection of its Bid.
- 28.5. Notwithstanding from the time of Bid opening to the time of contract award, if any Bidder wishes to contact UNFPA on any matter related to the Bidding process, it should do so in writing.

## **29. Technical evaluation (16)**

- 29.1. The Technical Bid is evaluated on the basis of its responsiveness to the Terms of Reference shown in Section II, the Technical Bids submitted by the Bidders and the evaluation criteria published below.



Criteria	[A] Maximum Points	[B] Points attained by the Bidder	[C] Weighting %	[B] x [C] = [D] Total Points
1. Technical approach and methodology – understanding nature and scope of work <b>Please refer to the Section II - Terms of Reference (ToR)</b>	100		25%	
2. Implementation (work) plan and management plan <b>Present a proposed Work Plan and Management Plan as per Section II – Annex A – Instructions for preparing technical bids</b>	100		20%	
3. Specific experience and expertise relevant to the assignment <b>The evaluation shall consider construction or refurbishment projects of similar contract value or above</b> <b>Please refer to Section II - Terms of Reference (ToR) – Company Profile</b>	100		25%	
4. Customer Satisfaction/Quality Programme of the Company <b>Please refer to Section VI - Annex D - Bidders Previous Experience</b>	100		15%	
5. Organization and staffing <b>Please refer to Section II - Terms of Reference (ToR) -Team Profile</b>	100		15%	
<b>GRAND TOTAL ALL CRITERIA</b>	<b>500</b>		<b>100%</b>	

## 29.2. Scoring Scale System

29.2.1. The following scoring scale system will be used by the technical evaluation panel to conduct the Technical Bid evaluation objectively.

Degree to which the Terms of Reference requirements are met based on evidence included in the Bid submitted	Points out of 100
Significantly exceeds the requirements	90 – 100
Exceeds the requirements	80 – 89
Meets the requirements	60 – 79
Partially meets the requirements	1 – 59
Does not meet the requirements or no information provided to assess compliance with the requirements	0



### 30. Supplier qualification requirements (17)

30.1. The responses from the Bidders compared to **SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM** AND **SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE** of this document will be evaluated based on the criteria provided below to assess the degree of Bidder qualification for the proposed contract.

Number	Supplier Qualification Parameter	Bid is acceptable in terms of qualification requirements? (YES/NO)	Justification
1	Legal and regulatory requirements	UNFPA shall examine the Bid to confirm that it does not contain any material deviations, reservation, or omission related to the General Conditions of Contracts (Section III)	
2	Bidder is established as a company and legally incorporated in the country		
3	Bidder is not a banned or suspended supplier		
4	Financial stability		
5	Bidder is experienced and technically capable of delivering the services		

30.2. Notwithstanding anything stated above, UNFPA reserves the right to assess the Bidder's capabilities and capacity to execute the services satisfactorily before deciding on award.

30.3. Even though the Bidders may meet the above qualifying criteria, they can be subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or have a record of poor performance such as: not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

### 31. Financial evaluation (18)

31.1. The Financial Bid will only be evaluated if the Technical Bid achieves the minimum score as indicated in **clause 28.2** and is considered qualified through the supplier qualification process described in **clause 30**. Proposals failing to obtain this minimum technical threshold or those which will not be considered qualified through the supplier qualification process will not be eligible for further consideration.

31.2. The Financial Bid is evaluated on the basis of its responsiveness to the Price Schedule Form **SECTION VI – ANNEX E: PRICE SCHEDULE FORM**. The maximum number of points for the Financial Bid is 100. This maximum number of points will be allocated to the lowest price. All other Financial Bids will receive points in inverse proportion according to the following formula:

$$\text{Financial Score} = \frac{\text{Lowest Bid (\$)}}{\text{Bid being Scored (\$)}} \times 100 \text{ (Maximum Score)}$$



### 32. Total score (19)

32.1. The total score for each Bidder will be the weighted sum of the technical score and financial score. The maximum total score is 100 points.

$\text{Total Score} = [60\%] \text{ Technical Score} + [40\%] \text{ Financial Score}$
--

## F. AWARD OF CONTRACT AND FINAL CONSIDERATIONS

### 33. Award of Contract

33.1. UNFPA intends to award the Contract for Civil Works to the Bidder(s) that obtains the highest combined score of the Technical and Financial evaluation.

33.2. UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the Bid winner cannot fully meet the delivery requirements or it is deemed to be in UNFPA's best interest to do so. Any arrangement under this condition shall be made on the basis of the highest combined scoring Bid, the second-highest, etc.

### 34. Rejection of Bids and annulments

34.1. UNFPA reserves the right to reject any Bid if the Bidder has previously failed to perform properly or on time in accordance with previous contracts/purchase orders or if the Bidder from UNFPA's perspective is not in a position to deliver pursuant to the contract.

34.2. UNFPA reserves the right to annul the RFP and reject all Bids at any time prior to award of the contract without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information.

34.3. Bidders waive all rights to appeal against the decision made by UNFPA.

### 35. Right to vary requirements and to negotiate at time of award

35.1. At the time of award of the contract UNFPA reserves the right to vary the quantity of goods and/or services specified in the RFP by up to 20% without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

35.2. UNFPA reserves the right to negotiate the price with the Bid winner before awarding the contract to ensure that the Financial Bid is competitive on all aspects of the price.

35.2.1. The purpose of negotiations of offers selected based on the 'cumulative analysis methodology' is to ensure that the technical proposal is in line with requirements and that the financial proposal is competitive on all aspects of the price.

35.2.2. In the negotiations, any deficiency in the offer will be pointed out to the supplier. The supplier will be allowed to make adjustments in the proposal in order to improve and more clearly specify the contents of the offer. However, under no circumstances shall the requirements (Terms of Reference/specifications) be changed.

### 36. Signing of the Contract

36.1. The procurement official will send the successful Bidder(s) the contract for civil works for *Fixed Price Contract*, which constitutes notification of award. Successful Bidder(s) shall sign and date the contract, and return it to UNFPA within 10 calendar days of receipt of the contract. To facilitate the process of signing the contract, Bidders are expected to have reviewed the template of Contract for Civil Works, found in **SECTION VII – ANNEX A: TEMPLATE OF CONTRACT FOR CIVIL WORKS** of the Bidding documents prior to submitting a



Bid. The successful bidder shall deliver the services and/or goods in accordance with the delivery schedule outlined in the Bid/ Contract only after both parties sign the contract.

36.2. UNFPA reserves the right to discontinue the contract if the supplier's performance is not satisfactory to UNFPA.

### **37. Publication of Contract Award**

37.1. UNFPA will publish the following contract award information on United Nations Global Marketplace <http://www.ungm.org>, unless it is deemed to be in the interest of UNFPA not to do so: Purchase Order reference Number, Description of the Goods or Services procured, Beneficiary Country, Supplier Name and Country, Contract amount and the issue date of the contract/purchase order.

### **38. Payment Provisions**

38.1. UNFPA's policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract.

### **39. Bid protest**

39.1. Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of contract may complain to [peru.office@unfpa.org](mailto:peru.office@unfpa.org) . Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief of the Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org).

### **40. Documents establishing sustainability efforts of the Bidder**

40.1. Currently UNFPA is requesting information on environmental and social policies and related documentation with Bids submitted by prospective suppliers. UNFPA is incorporating environmental and social criteria considerations into the evaluation process, such as adherence to Global Compact requirements (more information can be accessed here, <http://www.unglobalcompact.org/>, or by contacting Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org)). UNFPA encourages suppliers to consider joining the UN Global Compact and to look into other ways to help reduce their environmental impact now.



## SECTION II: TERMS OF REFERENCE (TOR)

(20)

### 1. Generalities

The United Nations Population Fund (UNFPA) began its activities in 1969 with the aim of placing the challenges and problems of the population at the center of development. Since 1972, it has worked in Peru to ensure that each pregnancy is planned, each delivery is safe, and each young woman reaches her full potential.

UNFPA achieves its mission by working so that all people, especially women and young women, have access to high-quality sexual and reproductive health services that allow them to exercise their right to decide how many children to have and when to have them, their right to have safe pregnancies and to have healthy children, and their right to enjoy and understand their sexuality and to live it free from fear, with health and without violence.

Our focus of action is in four main areas:

- Sexual and reproductive health (maternal/perinatal health, family planning and prevention and care of STIs, HIV and AIDS), including comprehensive sexuality education.
- Human rights and gender equality (gender-based violence, including sexual violence and a masculinities approach).
- Youth (participation and advocacy, development of opportunities, prevention and care of teenage pregnancy, protection of underage mothers and prevention of child marriage).
- Population (development of sociodemographic instruments for development planning, taking advantage of the demographic bonus, prevention and care of population ageing, and migration and urban/rural development).

In order to carry out its activities in Peru, in 2008 it bought the property located at Av. Guardia Civil 1231 Corpac San Isidro. The enclosure has a land area of 647.9 m<sup>2</sup> and a covered area of 1479.50 m<sup>2</sup>.

The distribution of the property consists of:

- A semi-basement for parking and general services
- A first level with a double-height reception hall, private and shared offices, as well as a nucleus of sanitary facilities
- A main staircase that leads to the second level, in which there are more individual and shared offices, a meeting room, a staff dining area with kitchenette, filing cabinet, computer room, and another nucleus of sanitary facilities.
- The third level is a roof terrace where the air conditioning systems, the elevator machine room, as well as a service room are located. Vertical circulation is through a staircase and an elevator.



Since its acquisition to date, the property has not undergone any changes in terms of design or infrastructure. This results in the fact that, at present, the distribution of spaces does not conform to the working mechanism of the country office. Due to this, the general approach of the remodeling project is to modernize the office based on the technical file that is currently approved, thus allowing to achieve more efficient, comfortable and functional environments.

A very important factor that has been taken into account for the preparation of the file is that the building must be environmentally responsible, therefore, at the end of the remodeling, the facilities will go through a certification process called EDGE, which in turn entails to substantial savings in energy, water and materials used.

Kindly find in the following link the complete remodeling project plans that were carried out for this purpose:

[https://drive.google.com/drive/folders/1QE1w1oYFTMSwIbyKMw\\_fzN4E6Pmz0\\_HG?usp=sharing](https://drive.google.com/drive/folders/1QE1w1oYFTMSwIbyKMw_fzN4E6Pmz0_HG?usp=sharing)

## 2. Procurement Process Calendar

It should be noticed that we present below a tentative procurement stage calendar. Any modification in this document will be updated in UNGM and UNFPA Official Website.

Stage	Date, time and place
Call for tenders	: May 24
Informative talk ( Spanish Only)	: May 31 at 12:00 Lima Peru * If you are interested in participating in the informative talk, you must send your confirmation to <a href="mailto:peru.procurement@unfpa.org">peru.procurement@unfpa.org</a> no later than May 28 at 10:00.
Tour to UNFPA facilities	From 31 May to 4 June Between 8:00 to 18:00 * If you are interested in visit the facilities of UNFPA, you must send your confirmation to <a href="mailto:peru.procurement@unfpa.org">peru.procurement@unfpa.org</a> no later than May 21 at 16:00. ** Given the Government restriction caused by COVID-19 only one representative per company will be accepted. *** The tour will be determined according the facilities capacity. UNFPA will contact each company that requires the visit to inform the schedule assigned.
Formulation of queries and observations to the bases	: From May 24 to June 8 through:  Email: <a href="mailto:aclaracionescompras@unfpa.org">aclaracionescompras@unfpa.org</a> Deadline for receiving questions: 18:00 hours
Absolution of queries and observations to the bases	: No later than June 14. The document will be shared with all interested bidders and will be uploaded through UNGM and UNFPA Official Website.





Publication of Amendments	: Any time * If applicable
Deadline for Bid Submission	: No later than June 25, through:  Email: <a href="mailto:peru.procurement@unfpa.org">peru.procurement@unfpa.org</a> and/or Address: Av. Guardia Civil 1231 Corpac San Isidro Deadline for receipt of offers: 16:00 hours  * Due to the health crisis that Peru is going through due to the COVID-19 situation, <b>UNFPA Peru strongly recommends the email submission for bids</b>
Requests for clarification of offers	: From June 28 to July 9 * If applicable
Bid Evaluation	: From July 12 to August 6 * Tentative schedule
Publication of results	: No later than August 20

### 3. General Objective of the Work

To hire a company that comprehensively executes the "UNFPA Office Remodeling Project".

We detail below the list of sections in which you will find more relevant information on the scope of the work and details of the construction:

- Construction blueprints approved by UNFPA
- Architectural and Engineering Reports
- UNFPA-approved calculation reports
- 3D views of the final project proposal

### 4. Term of Execution of the Work

The whole works shall be completed between ninety (90) calendar days to one hundred twenty (120) calendar days, distributed as follows:

- Seven (7) days for preliminary works and delivery of requested documentation  
In these first seven days, the selected company must request and make the temporary connections necessary for the execution of the construction of the works, such as temporary and sanitary facilities.
- One hundred thirteen (113) days for execution of work  
In these one hundred thirteen days, the selected company must carry out



- Preliminary reception of works by UNFPA.
- Construction of the works
- Request the certificate of completion of work by the municipality of San Isidro

## 5. Project Components

For the execution of the project, the following stages are contemplated:

- Dismantling of existing elements
- Demolition of walls and slabs
- Construction of structural elements
- Modification of sanitary facilities
- Modification of electrical installations
- Installation of structural and lightweight walls
- Manufacture and installation of fixed furniture
- Installation of false ceilings
- Installation of air conditioning system
- Installation of veneers and floors
- Installation of light fixtures.
- Painting and placement of final finishes
- Cleaning and delivery of work

## 6. Compliance Objectives

After completion and delivery of the work, the selected company must:

- Have complied with all the technical specifications
- Have demonstrated excellence in the execution of the works
- Have delivered the work within the stipulated deadlines
- Have kept the agreed budget
- Demonstrate the correct operation of all equipment
- Deliver the AS BUILT plans

## 7. Products/Deliverables Required from the Contractor

The execution of the work is divided into two phases 1) Prior to the start of construction and 2) During the construction process, described below:

### Pre-Construction Stage

- ❖ Detailed Work Program (WP) of the work



The WP is a multidisciplinary document, and includes engineering, quality, financial, legal, administrative, environmental, occupational health and safety, social management, inclusion of a gender perspective, among others.

This program should be developed based on:

- a. The Contractor's organization (organization chart) for the execution of the work, identifying those responsible for each area, roles, functions, responsibilities and level of authority of each one within the construction process of the works.
- b. The organization of the construction site: location of temporary structures (offices, warehouses, restrooms and dining rooms), storage sites, work areas, vehicular accesses, etc.
- c. The scope of the services requested from the Contractor requested in this section, the regulations and standards applicable to materials, processes and construction methods and the obligations of the Contractor.
- d. The minimum engineering requirements of each construction activity defined in the sealed construction plans, calculation memories and in the approved technical specifications.
- e. Reference documentation according to Table 1- List of Annexes.
- f. The construction period of the works according to the contract term.
- g. The minimum validation requirements through laboratory tests with their own verification laboratory and field tests.

This program must contain a Management Plan for each of the construction activities and important milestones that make up the total scope of the works indicated in this chapter. The minimum plans that the work program must contain are listed below:

- Time management (scheduling of works):  
The Contractor must present a schedule for the execution of works that must comply with the terms stipulated in the Contract Term and must include the activities that are necessary to carry out before, during and after the construction of the works.  
The works execution schedule will be developed on the Microsoft Project platform and will also be exported to Microsoft Excel 2016.
- Preliminary disbursement schedule:  
The Contractor shall develop, based on the works schedule detailed in the previous item, in the approved offer, the preliminary detailed disbursement schedule.
- The preliminary disbursement schedule will be developed in the Microsoft Excel 2016 platform and in G-Suite Spreadsheet (Google Sheets) and will be accompanied by a document in \*.pdf format that specifies the details of each of the proposed disbursements, indicating the expected progress of the works. Both versions will be delivered to UNFPA.
- Quality management: The Contractor must submit a Quality Self-Control Plan, in accordance with the quality requirements of works according to sealed construction plans, calculation reports and approved technical specifications, to the regulations and standards applicable to materials, processes and construction methods and any other applicable regulations as indicated in the Scope of Work of this WP.



- Traffic management: The Contractor will submit a Traffic Management Plan, if required, in which it will detail the procedures and processes to be followed for the partial closures of the roads that are going to be affected during the demolition and remodeling process.
- Management of environmental aspects: The Contractor will develop, based on the regulations and standards applicable to materials, construction processes and methods and on the proposed construction methodology, an Environmental Management plan.
- Management of occupational health and safety aspects: The Contractor will develop an Occupational Health and Safety Management Plan, based on the regulations and standards applicable to the materials, processes and construction methods and on the proposed construction methodology.
- COVID-19 Adaptation Plan: The Contractor will present a conditioning plan for its own personnel and subcontractors, to comply with the provisions of RM 087-2020-HOUSING regarding COVID workplace safety. Each of the plans that make up the WP must be approved by UNFPA prior to its implementation.

The monitoring of the work schedule will be reflected in the monthly construction progress reports and in the fortnightly updates of the work program.

❖ Construction of Temporary Works, consisting of:

- Temporary Works
- Security Service
- Appropriate physical storage space for material and equipment to be used during construction
- Sanitary cabinets in compliance with current regulations and the Construction of Temporary Works, consists of:
  - Safety and Health Regulations at Work.
  - Physical space for offices as specified
  - Information billboards around the project

The selected company must take into consideration that:

1. They will be in charge of building the temporary works, which implies being in charge of the selection and achievement of the site, of providing the services required for the correct execution of the works, of hiring and managing the security service and that it is appropriate for the storage of material and equipment that will be used during the Remodeling. Temporary works must be limited to the basement of the building.
2. During the construction period of the works, the Contractor must provide its physical space for the storage of material and equipment, as well as the sanitary cabins (in accordance with current regulations and the Occupational Health and Safety Regulations). The achievement of these sites and their assembly and disassembly is the Contractor's obligation. If any procedure is required for the construction of these temporary works, they will be borne by the Contractor. These spaces will also have the facilities required by the subcontractors.
3. They are obliged to allocate a space for the use of the Supervisor, the Owner and the Employer. And they must meet the following characteristics:



- a. Area of at least nine (9) square meters, closed, roofed, with a ceiling or other proposal approved by UNFPA. In the workspace, at least two (2) workstations with their respective electrical and network connection points, fully equipped with office furniture.
  - b. Natural lighting, cross ventilation and air conditioning that flows evenly in the workspace.
  - c. It must have basic services: drinking water, electricity, telephone, internet (via wifi).
  - d. A private sanitary service with its respective sink, drinking water service, toilet paper, hand soap, hand drying towels, garbage can and any other necessary supply for proper operation.
4. Will be responsible for paying all costs associated with the space mentioned in the previous paragraph. The Contractor will be in charge of providing access and security to the facilities, equipment and materials.
  5. They must prepare, place and maintain an information billboard prior to the start of the works. The informative billboards regarding the works being built must have the minimum information required by the Municipality of San Isidro.
  6. They must prepare, place and maintain the labels and informational signage on environmental aspects, occupational health and safety, COVID-19, road safety, social and inclusion of a gender perspective that is required in the project throughout the execution period of the works.

#### Construction Process Stage

##### A) Construction of works in accordance with the Work Program section.

The contractor company must adhere to the list of documents that will be delivered by UNFPA, mentioned in previous sections.

This stage includes:

- Execution of the WP prepared by the Contractor approved by UNFPA prior to its execution.
- Execution of the Traffic Management Plan, approved by UNFPA prior to its execution.
- Supply, install, interconnect and carry out the tests of all the equipment of the buildings of the work and of the complementary facilities (infrastructure works), as well as of all the electrical, electromechanical, control and communication components of the works indicated in the Offer approved and in force by UNFPA and any other required for the satisfactory operation of the works
- Coordinate with the SUPERVISOR the acceptance of construction materials, in accordance with sealed construction plans, calculation memories and approved technical specifications and with the regulations and standards applicable to designs, materials, processes and construction methods.

The contractor company must:

- Have the materials, in sufficient quantity and quality, to avoid stoppages in the execution of the works.
- Propose collection sites for the reception of material and debris resulting from the construction process.
- Consider that, if during the execution of the works differences arise between the construction documents, these differences must be analyzed by the Supervisor and the Resident Engineer



to determine the impact on the works and request the designer and/or inspector the respective clarification or correction.

- In no case may the Contractor proceed at their discretion to resolve the differences between the construction documents.
- The construction of these works will be carried out incorporating the minimum engineering, environmental management, and occupational health and safety requirements defined in the technical specifications, the knowledge and implementation of good construction practices for the different activities involved in the project, and the application of the guidelines and guides established in the reference documents.
- Coordinate with the relevant traffic authorities the performance of work on municipal or national routes, as appropriate. All traffic impacts must be planned in advance for proper management, as provided in the approved and current Traffic Management Plan.

### Points to consider

#### Quality self-control

For this purpose, the contractor company will execute the activities described in the quality self-control management plan approved by UNFPA.

This aspect contemplates that the selected company must:

- Include UNFPA in all Contractor activities.
- The biweekly work plan must be delivered to UNFPA, no later than thirty-six (36) hours prior to the start of the weekly work.
- The Contractor must guarantee that the materials, tools, equipment and construction processes comply with what is indicated in sealed construction plans, calculation memories and approved and current technical specifications.
- The Contractor shall ensure that the storage of materials is appropriate as indicated by the manufacturer.
- The Contractor must guarantee that the earthworks and the processes of filling and compaction and excavation for foundations comply with what is indicated in sealed construction plans, calculation reports and approved technical specifications and in the applicable current regulations.
- The Contractor shall guarantee that the structural elements of the works in question comply in quality with what is specified in the sealed construction plans, calculation reports and technical specifications.
- The Contractor must guarantee that the architectural elements, internal design and finishes of the works in question comply in quality with what is specified in sealed construction plans, calculation reports and technical specifications.
- The Contractor must guarantee that the electrical and mechanical systems and all equipment of the different components of the work, comply in quality with what is indicated in sealed construction plans, calculation reports and technical specifications.
- During the tests of the electrical, mechanical systems and other equipment, the specialist proposed in the Contractor's approved offer must be present. The Contractor must guarantee and demonstrate that these equipment and facilities function in optimal conditions prior to receipt of these components by UNFPA.



- The Contractor will present the quality verification reports and the degree of progress of the work necessary for the approval of estimates for payment of work progress. These reports must be submitted to UNFPA and the Supervisor.
- When there are discrepancies between the Contractor's self-control results and the Supervisor's quality verification, inconsistencies in the test results and/or due to observations made in the field, the Supervisor will carry out additional tests, the execution of which must be previously approved by UNFPA.
- UNFPA may assign the performance of the additional tests to a third party, which serves as arbitration in the discrepancy of results prior to the acceptance or rejection of a deliverable and the cost of these additional tests will be borne by the Contractor.
- The preliminary reception of the project will be carried out against the delivery, by the Contractor, of a quality file. The quality file will detail all the tests (and the results obtained, as well as the analysis of these results and the corresponding recommendations by the Contractor) carried out on all the components of the project. The reports of non-conformities, the corrective measures implemented, the summary report of all the requests for variations approved and rejected (if applicable) and the result of the quality control of said measures will also be included.

#### Aspects in occupational health and safety

- The Contractor will execute the activities described in the management plan for occupational health and safety aspects approved and in force by UNFPA
- The Contractor must have a full-time occupational health and safety (OHS) specialist during the entire construction period of the works. This person will be in charge of carrying out the control and monitoring of the execution of the management plan for occupational health and safety aspects and the generation of the monthly reports of said control and monitoring. During this process, the Contractor's SSO manager will abide by the observations of the Supervisor and Employer staff, and must meet with either of them when requested.
- The Contractor shall ensure compliance with all the obligations and activities of the occupational health and safety aspects indicated in the approved and current PT. Failure to comply with one or more obligations in aspects of occupational health and safety or in case of detecting deviations on the part of the Contractor, will be considered a contractual violation, regardless of the administrative sanctions and compensation for damages that may arise. The Contractor must establish the mitigation and/or compensation measures to be applied immediately, as well as comply with and assume the cost to execute them, informing the Employer's personnel in a timely manner.
- The Contractor shall prepare, place and maintain the labels and signs of prevention, of aspects in occupational health and safety and road safety that are required in the project during the entire period of execution of the works. The signage must be placed in all the places where it is necessary (example: work fronts or areas of temporary use), the amount of signage and signage must be sufficient to be visible and to cover the sectors of risk or prevention required and must comply with current applicable regulations.
- The Contractor will assume any other obligation with significance in aspects of occupational health and safety and road safety that may be required of its activity, within the contractual





framework, as well as those that arise during the execution of the project and those indicated by the Employer's personnel during the execution of works.

- The Contractor must inform in a timely manner the mandatory compliance guidelines regarding occupational health and safety and road safety to all its own personnel, suppliers and subcontractors, and will also monitor their compliance and will be responsible for non-compliance with them, responding for the damages that they may cause. It must inform and dictate the instructions for mandatory compliance with the measures in aspects of occupational health and safety and road safety to any person or company that enters the site, for which said entry must be coordinated between visitors, Contractor personnel and personnel of the Employer. All visitor entry must be previously coordinated with the Employer's staff.
- The Contractor's occupational health and safety specialist will provide the Employer's staff and the Supervisor with access to the work areas and the necessary documentation to verify compliance with the requirements or measures included in the occupational health and safety standards and regulations, throughout the execution of the project.
- The Contractor's occupational health and safety specialist shall participate in the meetings and audit visits at SSO. The supervision in management of aspects in SSO of the Contractor must be carried out during the entire time that activities are carried out in the works. The Contractor's SSO specialist must accompany UNFPA staff during all audit or inspection tours carried out in the project and must facilitate access to related documentation when requested.
- Any incident that may have an impact on aspects of occupational health and safety caused by its own personnel (Contractor), suppliers and subcontractors in the execution of the project, will be immediately communicated to the Employer. In addition, the contractor must assume the total cost for the implementation of the measures required to mitigate or compensate for such incidents, as well as the cost of the sanctions and fines that the corresponding authorities may impose.
- The Contractor's occupational health and safety specialist shall prepare a final closing report with the occupational health and safety aspects of the project.
- All Contractor personnel, suppliers and subcontractors must be duly identified and uniformed in accordance with the activity carried out at that time in the project and in compliance with current regulations. They must wear the respective occupational safety equipment throughout the execution of their work on the project.
- Comply with the prevention measures to avoid the contagion and spread of the Coronavirus COVID-19 in works.

#### As-built plots and plans

- The Contractor is responsible for the selection and review of the technical equipment necessary for the correct execution of the project needs.
- The Contractor must carry out the markings of the line and layout for each of the activities, structures or elements of the work that require it. This list includes, but is not limited to:
  - a. Verification of leads of vertical structural elements such as, but not limited to: columns, walls, steel elements of facades.
  - b. Verification of leveling of subfloors, mezzanines and roof slab.





- c. Verification of final slopes of sanitary pipes, as well as final levels of sanitary registration structures, such as but not limited to boxes and wells.
- Preparation of as built plans: The as built plans must be updated and delivered at the end of the work. These plans will be delivered in \*.dwg, \*.revit and \*.pdf format, with the necessary legends for their interpretation and will be subject to UNFPA approval. These plans will have the same degree of detail as the sealed construction plans of the work and will reflect the final state of all works. The final as built plans must be submitted for Supervision review eight days before the Final Acceptance of the work.  
The as built plans prepared by the Contractor must include, in addition to the aforementioned:
  - a. All the real routes of the rush and their respective feeders.
  - b. The actual location of fixed electrical equipment, lighting fixtures, outlets, special outlets and panels, indicating the brand, type, models and electrical characteristics of each one of them.
  - c. The final single-line diagram of the project. The single-line diagram must indicate the distance of connections and feeders, conductor sizes, type of material (copper or aluminum), type of insulation and channeling.
  - d. The updated directories of all the boards of the projects, indicating all the circuits, the total voltage drop in each circuit, the switch model of each circuit, brand and model of each installed board. A dashboard directory must exist that matches the one-line diagram(s) presented in the project
  - e. The date of delivery of the final electrical drawings.

#### Coordination and follow-up meetings

- The Contractor shall meet whenever requested by the UNFPA team and Supervisor, or at least once a week as a follow-up meeting of the entire project team. Likewise, the Contractor must participate in additional meetings at the request of the Employer, in a location defined by the Employer and with notice of at least 48 hours in advance for the respective coordination of agendas. Monthly, meetings will be held with all the parties involved, in which the Contractor must participate, whenever required and duly communicated by the UNFPA team and the Supervisor.
- The minutes of each meeting will be prepared by UNFPA staff during the meeting, printed once it is finished, signed by all participants, and distributed and communicated in a formal written manner by means of the respective e-mail of all participants of the meeting in a period no longer than 48 hours after it.

#### Submission of follow-up and final reports

- Monthly reports of the progress or progress of the construction (some chapters of these reports are in themselves a specific report such as but not limited to environmental aspects, occupational health and safety aspects, social management aspects and gender perspective, quality, among others).
- Weekly work program update reports.
- Quality self-control reports and test inspection.



### Workday

- The work schedule will be defined, on site, by the Contractor. These must always comply with the provisions of the Municipality of San Isidro.

### Changes or variations to the project

- Under no circumstances will UNFPA accept works that are outside the original contract and that have not been duly included by means of orders for the variation of quantities of work formally approved or in an additional contract, as the case may be.
- The UNFPA Construction Supervisor will participate, review and make a recommendation for approval/disapproval of the work estimates submitted by the Project Contractor, verifying the quality of the works and compliance with sealed construction plans, technical specifications, calculation reports and any additional information that corresponds. The supervisor will make, in writing, this recommendation of approval/disapproval, through a recommendation of approval/disapproval of the payment request, addressed only to UNFPA, for its corresponding analysis.

The following are the Employer personnel with the authority to approve project variations:

- a. The UNFPA official in charge of approving variations in the work execution schedule is the PM.
  - b. The UNFPA official in charge of approving variations in the scope of the works to be built or the services to be provided is the PM.
  - c. The UNFPA official in charge of approving variations in the required quality of the works is the PM.
  - d. The UNFPA official in charge of approving variations in site that do not threaten the scope, cost, time and/or quality of the works, is the PM.
  - e. The UNFPA official in charge of partially approving works on site is the PM.
- The change request form will be provided by UNFPA to the successful bidder.
  - The Contractor must notify UNFPA immediately if any event that results in a possible delay of the Contractor with respect to the current version and approved by UNFPA of the Work Program is identified and must report it in the corresponding monthly report.

### Communication

- Formal written communication through printed letters can only occur between the "Contractor and UNFPA" and "Supervisor and UNFPA". The persons authorized to carry out this type of communication by the Contractor must be officially communicated within three (3) business days following the signing of the contract and for UNFPA the PM and the Country Program Manager, or failing that, the Director of the Peru office. This type of communication must be delivered to the physical address indicated in the offices in the contract of the Contractor, the Supervisor and UNFPA.
- Formal written communication through e-mails can occur between all interested parties. Files can be handled as attachments depending on the size and audience for reviews.
- The Contractor shall indicate its escalation process in the Communication Management Plan. The UNFPA escalation process is as follows: after three formal written communications (official letter) have been sent to the Project Manager (PM), requesting a response to a request and no response is obtained, formal written communication must be sent to the Program Manager Country, or failing that, the Director of the Peru office to correct any omission of response and solve the pending issue.



- The Contractor must present a management plan for the communication of the information and total documentation of the project by its own personnel, suppliers and subcontractors to people outside the project.

#### Deliverables of the construction process

##### **Construction of works**

- Total works and equipment of the office building, described in the section of this chapter.
- Original document of approval of completion of work by the Municipality of San Isidro.
- Reports derived from the execution of the current Work Program approved by UNFPA during the entire period of the works.

##### **Quality self-control**

- Control and monitoring of the execution of the quality self-control management plan.
- Required and necessary tests of all the equipment, systems and materials of the project for its correct operation.
- Results of the tests, conclusion of their suitability, proposals for solutions in case of detecting problems and recommendations.
- Technical sheets of materials and equipment.
- Quality file of the entire project (all tests carried out on all components of the project, including non-conformities reports).

##### **Environmental aspects**

- Proposal of dump sites or dumpsites for the reception of material and debris resulting from the construction process.
- Informative sessions for all staff on the mandatory compliance guidelines in environmental matters.

##### **Occupational health and safety**

- Control and monitoring of the execution of the management plan for occupational health and safety aspects.
- Signs of signaling and prevention in aspects of occupational health and safety throughout the period of execution of the works.
- Provide all personnel at all times during the works with the necessary safety equipment and implements or accessories. Including the required personal protective equipment, such as gloves, masks, hearing protectors, glow-in-the-dark vests and others that the work requires in compliance with the current regulations on the matter. Additionally, they must provide 10 kits to lend for free to the Owner and the Employer.
- Identification of all personnel through an identification card with photo, name of the person, identification number and name of the company.
- Informative sessions for all staff on the mandatory compliance guidelines in occupational health and safety.



- Training in occupational health and safety aspects for all personnel in accordance with the management plan for occupational health and safety aspects in force and approved by UNFPA.
- Participation in meetings and environmental audit visits.
- Reports of incidents in occupational health and safety.
- Assume the total cost of implementing the measures required to mitigate or compensate for any incident in occupational health and safety.
- Final closing report on occupational health and safety aspects.

#### **Topography and As-Built plans**

- Control and monitoring of the execution of all the surveying works required during the entire period of the works.
- Supply of all the technical equipment necessary for the correct execution of the layout activities.
- Preparation of as built plans.

#### **Coordination and follow-up meetings**

- Participate in weekly meetings and in each meeting that UNFPA staff request their attendance.

#### **Submission of follow-up and final reports**

- Submit all reports on time and in accordance with the indicated requirements.

#### **About the working day**

- Working hours according to the weekly activities program.
- Endorsement by the Municipality of San Isidro if required to work during special hours.

#### **Changes or variations to the project**

- In the event that control and follow-up are required in variation orders or claims.
- Notifications of events that result in a possible delay in the monthly report.

#### **Communication**

- Control and monitoring of the execution of the communication management plan.
- Follow the procedure of allowed and not allowed communications.
- Stick to the forms and characteristics of formal and informal written and oral communication.
- Management plan for the physical and digital documentation of the project.

## **8. Company Profile**

- General experience no less than seven (7) years as a construction company counted as of the date of registration in SUNAT .
- Specific experience no less than five (5) years in infrastructure and/or office remodeling in public, private and/or cooperation sectors



- Specific experience no less than three (3) structural and/or reinforcements projects in public, private and/or cooperation sectors.
- At least three (03) projects built and/or in operation in the last three (3) years, with a construction area equal to or greater than eight hundred (800) m<sup>2</sup>.  
The cumulative amount of the three construction projects must have been equal to or greater than five hundred thousand dollars (USD 500,000.00).
- Minimum one (1) project built and/or in operation with air conditioning systems.

**The profile of the company must be accredited through:**

- Simple copy of contracts or service orders, payment slips, certificates of conformity and/or any document that allows proving the provision of services.
- Certificate of completion of work or certificate of delivery of completed work.
- The documentation presented to validate the experience must contain at least the following information: name of the contracted and contracting company, amount of the service, term of the service and satisfactory completion of the service.

## 9. Team Profile

The minimum number of key project personnel is summarized below. **It should be noted that it is not a requirement that all Contractor personnel be present during the entire remodeling project.** The permanence of the Contractor's personnel will depend on the actual needs of the works. The Contractor, with the express authorization of UNFPA, may reschedule and/or restructure its personnel in accordance with actual progress and work schedules.

Key Personnel will participate throughout the process and their members cannot be replaced without the prior approval of UNFPA.

Any change in personnel must be justified. The new personnel must be proposed within a period of no more than seven (7) calendar days before the vacancy occurs and must have qualifications equal to or higher than those of the replaced personnel.

UNFPA may require the change of members of the Contractor's team who do not meet the requirements of competence, capacity and/or honesty, or who present disciplinary problems during the execution of the remodeling.

Below is a summary table of the number of key professionals according to the term (T) and availability (A) on site.

Category	Staff	TE and Construction	
		T (months)	A (availability)
Key Personnel	Manager	3	20%
	Responsible Professional	3	100%



a) Manager

- Bachelor in Architecture, Civil Engineering, Construction Engineering or international equivalent with current license (Required)
- With a master's or doctorate in Civil Engineering, careers related to project management or construction or international equivalent (Desirable)
- With a minimum of five (5) years of professional experience, counted from the registration in the respective professional association.
- With a minimum of two (2) years of experience as: project manager and/or project lead and/or responsible for the execution of remodeling in public and/or private infrastructure projects

The profile of the responsible professional must be accredited through:

- Copy of university degrees.
- Nationals or nationalized persons, must present a copy of the certificate of the respective professional association in which they are registered. The document must indicate the date of registration and must be up to date in the payment of their fees or responsibilities, with less than one month of issuance.
- Simple copy of contracts or service orders, payment vouchers, certificates of conformity and/or any document that allows proving the provision of services.
- Curriculum that evidences the experience as technical director and/or Person Responsible for the execution of the construction with the details of the functions carried out in each of the projects (must include portfolio).
- The documentation presented to validate the experience must contain at least the following information: name of the contracted and contracting company, amount of the service, term of service and satisfactory completion of the service for each project built and indicated in each criterion or a certificate of conformity of Execution of the work in the project or similar document.

b) Professional Responsible

- Degree in Civil Engineering or Architecture with current license (required)
- With a master's degree in Architecture, interior design, Construction, careers related to project or construction management (desirable)
- With a minimum of five (5) years of professional practice, counted from the registration in the respective professional association.
- With a minimum of two (2) years of experience as a project manager/project leader responsible for the execution of the remodeling of construction projects in public and/or private infrastructure

The profile of the construction engineer must be accredited through:

- Copy of university degrees.
- Nationals or nationalized persons, must present a copy of the certificate of the respective professional association in which they are registered. The document must indicate the date of registration and must be up to date in the payment of their fees or responsibilities, with less than one month of issuance.



- The specific experience must be supported by a certificate of compliance with the execution of the works or similar document, issued by the contracting entity of that work
- Simple copy of contracts or service orders, payment slips, certificates of conformity and/or any document that allows proving the provision of services.
- Curriculum that evidences the experience as technical director and/or Person Responsible for the execution of the construction with the details of the functions carried out in each of the projects (must include portfolio).
- The documentation presented to validate the experience must contain at least the following information: name of the contracted and contracting company, amount of the service, term of the service and satisfactory completion of the service.



## SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID

(21)

**The Technical Bid should be concisely presented and structured in the following order to include, but not necessarily be limited to**, the following information:

1. Brief description of the firm and the firm's qualifications: providing information that will facilitate our evaluation of your firm/institution's substantive reliability, such as catalogues of the firm, and financial and managerial capacity to provide the services.
2. Your firms' understanding of the requirements for services and the objective of this project, including assumptions: Include any assumptions as well as comments on the data, support services and facilities to be provided as indicated in the TOR or as you may otherwise believe to be necessary.
3. Proposed Approach, Methodology, Timing and Outputs: any comments or suggestions on the TOR, as well as your detailed description of the manner in which your firm/institution would respond to the TOR. You should include the number of person hours/days in each specialization that you consider necessary to carry out all work required.
4. Proposed Team Structure: The composition of the team that you would propose to provide to the assignment, and the work tasks (including supervisory) which would be assigned to each. An organogram/organization chart illustrating the reporting lines, together with a description of such organization of the team structure should support your Bid.
5. Proposed Project Team Members: attach the curriculum vitae of the senior professional member of the team and members of the proposed team.
6. Detailed description of your proposed deliverables.
7. Detailed project plan (Gantt chart) showing the required resources and support from your firm as well as from UNFPA.
8. Detailed description of the technical specifications of your Bid.
9. A list of tasks which are out-of-scope versus in-scope.
10. Why you would be qualified for this project (Similar reference deliverables, ideally with live examples).
11. UNFPA requests Bidders to submit information on environmental and social policies and any related documentation in their Bid.
12. Copies of current certificates such as GMP/quality, FSC/CPP, manufacturer's ISO certificate for any product, manufacturer's CE certificate, USA 510k, Japan QS standard, etc. as and if applicable
13. All standard forms as explained under clause Section I: Instructions to Bidders, clause 17

Bidder(s) should not include any information or indications related to their Financial Bid in their Technical Bid. Such action will definitely lead to disqualification of entire Bid.





### SECTION III: GENERAL CONDITIONS OF CIVIL WORKS

(23)

UNFPA's General Conditions of Contract for Civil Works are part of the Annexes of the Contract for Civil Works that are available at:

[https://drive.google.com/file/d/1gKfdRDrUb\\_QBKOVqCbbPnphy6vNZlVWv/view?usp=sharing](https://drive.google.com/file/d/1gKfdRDrUb_QBKOVqCbbPnphy6vNZlVWv/view?usp=sharing)



## SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT

(24)

<b>CONTRACT RATES</b>	The rates charged for the services performed shall not be adjustable.
<b>PERFORMANCE SECURITY</b>	<p>A Performance Security shall be required.</p> <p>“The performance security in original shall be submitted within ten (10) calendar days from the date of the contract. The amount of the performance security shall be 10 % of the estimated expenditure. <i>[The percentage varies according to UNFPA’s perceived risk and impact of non-performance by the supplier; 10% is used under normal circumstances].</i></p> <p>The performance security shall be unconditional and irrevocable and in the form of either:</p> <ul style="list-style-type: none"> <li>• An unconditional bank guarantee</li> <li>• A demand draft</li> <li>• A cashier’s check</li> <li>• A certified check</li> </ul> <p>In the event of successful Bidders submitting the performance security in the form of a check or demand draft in favor of UNFPA, such documents shall be accompanied by a signed statement from the issuing bank on its letterhead indicating the validity period and confirming irrevocability of the check or demand draft during the required period. Banks issuing performance securities must be acceptable to the UNFPA comptroller, i.e. banks certified by the central bank of the country to operate as commercial bank.</p> <p>The performance security shall be denominated in the currency of payment of the contract, in accordance with their portions of the contract price, and shall have a validity period of <i>45 days after the date of completion indicated in the contract</i>. UNFPA reserves the right to request an extension of the performance security.</p> <p>Discharge of the performance security shall take place upon expiration of the performance security or upon confirmation of receipt of the goods/services by the recipient. The performance security shall then be returned to the successful Bidder by UNFPA.</p> <p>UNFPA will normally require a performance security or other suitable security arrangement in accordance to <b>SECTION VII – ANNEX C: PERFORMANCE SECURITY.</b></p>
<b>WARRANTY</b>	<p>The warranty period shall be as follows:</p> <ul style="list-style-type: none"> <li>• 60 months for structural works, after the date of the completion indicated in the contract</li> <li>• 24 months for installation works, after the date of the completion indicated in the contract</li> <li>• 12 months for millwork, after the date of the completion indicated in the contract</li> </ul>



<p><b>GOODS AND SERVICES DEFINED</b></p>	<p>Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, customized and standard software as required, intermediate products and products the successful Bidder is required to supply under the contract.</p> <p>Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the contract.</p>
<p><b>KEY PERFORMANCE INDICATORS</b></p>	<p>Successful Bidder's performance will be monitored and evaluated by UNFPA on a yearly basis to enable the assessment on the effectiveness, efficiency and/or consistency of goods/services provided. The results of the evaluation will be communicated to the supplier to enable improvements. An extension of the contract will take into consideration results of performance evaluation(s). The evaluation will be based on, but not limited to, the following key performance indicators:</p> <p><b>Goods:</b></p> <ul style="list-style-type: none"> <li>• Adherence to specifications, including quality and quantity</li> <li>• Overall communication and responsiveness, e.g., <ul style="list-style-type: none"> <li>- Timely acknowledgement and processing of queries, RFQ, PO</li> <li>- Proactively updating delivery information with UNFPA, including UNFPA's order tracking system (ETD, ETA, ATD, ATA, inspection dates etc.).</li> <li>- In case of delivery delay, proactively communicating with buyers on mitigation measures</li> </ul> </li> </ul> <p><b>Services:</b></p> <ul style="list-style-type: none"> <li>• Expected output achieved</li> <li>• Satisfactory level of quality and technical competence</li> <li>• Effective and timely communication and professionalism</li> </ul> <p><b>Goods and Services:</b></p> <ul style="list-style-type: none"> <li>• Timely delivery of goods and services based on client requirements</li> <li>• Satisfactory level of quality, technical competence, and management of post-delivery issues (if applicable)</li> <li>• Effective and timely communication and documents handling</li> <li>• Adherence to contractual agreement (Purchase Order, contract, LTA terms and conditions)</li> </ul> <p>Key performance indicators may be modified and/or added during the validity of this contract.</p>
<p><b>PAYMENT TERMS</b></p>	<p>UNFPA's policy is to pay for the performance of contractual services rendered and/or to effect payment upon the achievement of specific milestones described in the contract.</p> <p>UNFPA's policy is not to grant advance payments except in unusual situations where the potential supplier, whether a private firm, non-</p>



	<p>governmental organization or a government or other entity, specifies in the Bid that there are special circumstances warranting an advance payment. UNFPA will normally require a bank guarantee or other suitable security arrangement in such cases.</p> <p>Any request for an advance payment is to be justified and documented, and must be submitted with the Financial Bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNFPA at the time of finalizing contract negotiations with the awarded Bidder.</p>
<b>ADVANCE PAYMENT</b>	<p>An advance payment of 10% of the contract will be made against presentation of a bank guarantee per <b>SECTION VII – ANNEX B: BANK GUARANTEE FOR ADVANCE PAYMENT</b></p>
<b>REPORTING</b>	<p>In addition of any already described condition, for contracts with an annual value greater than USD 200,000, suppliers must provide annual internal control attestation reports prepared by independent auditors based on recognized standards, such as the International Standard on Assurance Engagements (ISAE) 3402, Assurance Reports on Controls at a Service Organization, or the Statement on Standards for Attestation Engagements (SSAE) 16, Reporting on Controls at a Service Organization, to give UNFPA reasonable assurance on the adequacy of the design and operating effectiveness of the controls in place over the services provided to UNFPA. If the services provided to UNFPA are in turn subcontracted by the service provider, attestation reports should also be obtained for the concerned subcontractors.</p>
<b>LIQUATED DAMAGES</b>	<p>In the event of a Contract being issued and in case the Vendor fails to deliver/perform the services in accordance to the milestones stipulated in the Contract and/or Purchase Order, UNFPA reserves the rights to claim liquidated damages from the Vendor and deduct 3% of the value of the services pursuant to the Purchase Order per additional week of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the Vendor from any of its other obligations or liabilities pursuant to any current Contract or Purchase Order.</p>



## SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS

### 1. Legal and regulatory requirements

**1.1** This will be judged based on the bid confirmation form submitted by the Bidders. Special consideration will be given to the Bids not suggesting any alternative or suggesting alternatives that are fully acceptable to UNFPA. Bids should clearly indicate where the Bidder does not accept, the reason(s) for the non-acceptance, and the alternative provision, for each of the terms of the RFP as well as the UNFPA General Conditions of Contracts: Provision of Goods, Provision of Goods and Services, Provision of Services. **FOR THIS, USE [SECTION VI – ANNEX B: BID SUBMISSION FORM](#)**

### 2. Legal status of the Bidder

2.1 Technical Proposals from the Bidders should provide evidence that the Bidder is established as a company and legally incorporated in the country; e.g. through provision of certification of incorporation or other evidence (this is not required for companies already registered in national, regional or international Stock Exchanges. However, evidence on such registrations should be provided)

### 3. Bidder's eligibility

3.1 Technical Proposals from the Bidders should provide written confirmation that they are not listed in any of the banned/suspended supplier lists. **[SECTION VI – ANNEX B: BID SUBMISSION FORM](#)**

- Listed as suspended or removed by the United Nations Procurement Division (UNPD);
- Declared ineligible by other organizations of the United Nations through the disclosure of the ineligibility or listing as suspended on United Nations Global Marketplace Vendor ineligibility list posted on the United Nations Global Market Place (UNGMP);
- Included on the [UN 1267 list](#) issued by the Security Council resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
- Debarred by the World Bank Group in accordance with the [WB Listing of Ineligible Firms & Individuals](#) and the [WB Corporate Procurement Listing of Non-Responsible Vendors](#).

### 4. Financial stability

4.1 Financial stability of the Bidders will be judged based on the ratios such as current ratio, quick ratio and debt ratio. Bidders are requested to provide key financial ratios using the table below with their audited financial statements to support the statements. The financial ratios should cover key financial stability ratios over a three-year period, including those mentioned in the table below.

Financial Ratio	2018	2019	2020
Current ratio			
Quick ratio			
Debt ratio			

2.1. Evidence that the Bidder has successfully completed at least one similar contract/LTA within the last five years for supply of goods or services as offered.

2.2. Provide contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback regarding financial stability.



## 5. Experience and Technical Capacity

- Company's managerial capabilities
- Evidence for quality assurance systems in place
- Bidder must have delivered similar services satisfactorily to UN or similar organizations during the last three years, and the services should have been delivered with no negative performance reports
- References in support of the satisfactory delivery of services specified above
- Data to support that the Bidder has capacity to perform the services that will be issued pursuant to the contract and complete the deliverables within the stipulated delivery period



## SECTION VI: BID AND RETURNABLE FORMS

(25)

Below find an overview of the attached Bidding and returnable forms required for the RFP.

Description		Status	Preferred file for submission
Annex A:	Bid Confirmation Form	<b>Mandatory</b>	PDF
Annex B:	Bid Submission Form	<b>Mandatory</b>	PDF
Annex C:	Bidder Identification Form	<b>Mandatory</b>	PDF
Annex D:	Bidder's Previous Experience	<b>Mandatory</b>	PDF
Annex E:	Price Schedule Form	<b>Mandatory</b>	PDF & Excel
Annex F:	Joint Venture Partner Information Form	Optional	PDF
Annex G:	Checklist of Bid Forms	Not Applicable	Not Applicable



## SECTION VI – ANNEX A: BID CONFIRMATION FORM

To:	UNFPA, Unidad de Operaciones	Date:	
	Unidad de Operaciones	Email:	[peru.procurement@unfpa.org]
From:	[Insert Company Name]		
	[Insert Contact person from Company]		
	[Insert Telephone number]		
	[Insert E-mail address of contact person]		
	[Insert Postal address of Company]		
Subject:	UNFPA/PER/RFP/21/001		

<input type="checkbox"/>	YES, we intend to submit a bid in response to the above mentioned RFP.
<input type="checkbox"/>	NO, we are unable to submit a bid in response to the above mentioned RFP due to the following reason(s):

- ( ) The requested products and/or services are not within our range of supply.
- ( ) The requested products are not available at the moment.
- ( ) We are unable to submit a competitive bid for the requested products/services at the moment.
- ( ) We cannot meet the requested specifications.
- ( ) The information provided for bidding purposes is insufficient and unclear
- ( ) Your RFP document is too complicated
- ( ) Insufficient time is allocated to prepare an adequate Bid.
- ( ) We cannot meet the delivery requirements.
- ( ) We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.):
- ( ) Our current capacity is overbooked
- ( ) We are closed during the holiday season
- ( ) We had to give priority to other clients' requests
- ( ) We do not sell directly, but through distributors
- ( ) We have no after-sales service available in the recipient country
- ( ) The person handling bid is away from the office
- ( ) Other (please specify)

<input type="checkbox"/>	YES, even though on this occasion we have not submitted a Bid we are definitely interested in future possible RFP's.
<input type="checkbox"/>	No, we are not interested in participating in future possible RFP's, please remove us from your vendor database.

**If UNFPA should have any questions in regards to this Bid Confirmation Form and would require further clarification on our No Bid decision, UNFPA should contact the following focal person who will be able to assist:**

Name:		E-mail:	
Post Title:		Telephone	





## SECTION VI – ANNEX B: BID SUBMISSION FORM

Date: [Insert Month, Day, Year]

To: UNFPA

[Insert Address of office coordinating Bid process]

The undersigned, having read the original RFP documents of UNFPA/PER/RFP/21/001 including all Annexes, any subsequent revisions and all answers to the questions received from prospective Bidders posted on United Nations Global Marketplace in full before submitting, hereby offers to provide the [products/services/works – select the appropriate and delete the rest], in accordance with any specifications stated and subject to the terms and conditions set out or specified in the RFP documents.

*Special Note: If Bidder proposes any deviations from the terms and conditions stipulated in the RFP document, such deviations must be included on this form in accordance with the below format. Such deviations should not be indicated within the main body or any other part of the Bid. If the proposed modifications are not acceptable to UNFPA, UNFPA reserves the right to reject the Bid. Strongly discouraging deviations for semantic changes.*

Original term/condition per RFP UNFPA/PER/RFP/21/001 and the subsequent revisions	Proposed deviation (alternate clause), by the undersigned	Reason for proposing alternate clause

We agree to abide by this Bid for a period of [Select between 60-120 days depending on the type of and the complexity of the service going to be procured; should be in line with clause 13] from the date fixed for Bid opening in the Request for Proposal, and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our Bid is accepted, we undertake to commence and complete delivery of all items in the contract within the time frame stipulated.

We understand that UNFPA is not bound to accept any Bid it may have received and that a binding contract would result only after final negotiations and award of contract are concluded on the basis of the Technical and Financial Bids.

We confirm that our firm has no conflict of interest in accordance with Section I: Instructions to Bidders clause 2.2, as well as that our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the LTA, have not been declared ineligible by UNFPA, in accordance with Section I: Instructions to Bidders clause 2.3.

	On behalf of Business Authority	On behalf of Legal Authority
Signature:		
Name:		
Title:		
Name of Company:		
Telephone:		
Email:		



## SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM

UNFPA/PER/RFP/21/001,

<b>1. Organizational Information</b>	
Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
<b>Legal Representative:</b> Name/Surname/Position	
<b>Legal structure:</b> natural person/Co. Ltd, NGO/institution/other (specify)	
<b>Organizational Type:</b> Manufacturer, Wholesaler, Trader, Service provider, etc.	
Areas of expertise of the organization	
Current Licenses, if any, and permits (with dates, numbers and expiration dates)	
Years supplying to UN organizations	
Years supplying to UNFPA	
Production Capacity	
Subsidiaries (indicate names of subsidiaries and addresses, if relevant to the Bid)	
Commercial Representatives in the country: Name/Address/Phone (for international companies only)	

<b>2. Quality Assurance Certification</b>	
International Quality Management System (QMS)	
List of other ISO certificates or equivalent certificates	
Presence and characteristics of in-house quality control laboratory (if relevant to Bid)	

<b>3. Expertise of Staff</b>	
Total number of staff	
Number of staff involved in similar contracts	



<b>4. Contact details of persons that UNFPA may contact for requests for clarification during Bid evaluation</b>	
Name/Surname	
Telephone Number (direct)	
Email address (direct)	
Be advised that this person must be available during the two weeks following the Bid opening date.	

Signature and stamp of the Bidder:	
Name:	
Title:	
Name of Company:	
Telephone:	
Email:	



## SECTION VI – ANNEX D: BIDDER’S PREVIOUS EXPERIENCE

Order No. & Date	Description <sup>4</sup>	Client	Contact person, phone number, email address	Date of service		Contract Amount	Satisfactory completion
				From	To	(Currency)	

Indicate the description of products, services or works provided to their clients.

To be attached: Evidence (client’s letter or certificate) in support of satisfactory completion of above orders.

Signature and stamp of the Bidder:		Countersigned by and stamp of Chartered Accountant	
Name and title:		Name and title:	
Name of Company:		Name of Company:	
Telephone:		Telephone:	
Email:		Email:	
Date:		Date:	

[Countersignature by chartered accountant should be included]

<sup>4</sup> Please indicate relevant contracts to the one requested in the RFP.



SECTION VI – ANNEX E: PRICE SCHEDULE FORM

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(Please see attached Excel spread sheet Annex E: Price Schedule Form.xls that is available on:  
<https://drive.google.com/file/d/16y9VVjmbhrHPQBWXxMBjQePdPCvtNLK5/view?usp=sharing> )

- 1. Submit this document in a separate email from the Technical Bid as indicated in Section I: Instructions to Bidders clause 19 Submission, sealing, and marking of Bids and in Annex I Instructions to Bidders.
- 2. All prices/rates Bid must include all taxes.
- 3. The Price Schedule Form must provide a detailed cost breakdown, as shown in the attachment.
- 4. UNFPA anticipates awarding the project on a fixed-price basis. To complete an analysis of the Bid, firms are required to submit itemized pricing that identifies the people who will work on the project (including resumes), their billing rates, and the number of hours proposed for the project. Anticipated travel, lodging, and out-of-pocket expensed should be detailed as well.

Signature and stamp of the Bidder:	
Name:	
Title:	
Name of Company:	
Telephone:	
Email:	



## SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM

*[The Bidder shall fill in this Form in accordance with the instructions below.]*

Date: *[insert date (as month, day, and year) of Bid Submission]*  
UNFPA/PER/RFP/21/001

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[Insert Bidder's legal name]</i>
2. Joint Venture (JV) Party Legal Name: <i>[Insert JV's Party legal name]</i>
3. JV's party country of registration: <i>[Insert JV's Party country of registration]</i>
4. JV's party year of registration: <i>[Insert JV's Part year of registration]</i>
5. JV's party legal address in country of registration: <i>[Insert JV's Party legal address in country of registration]</i>
6. JV's party authorized representative information  Name: <i>[Insert name of JV's Party authorized representative]</i> Address: <i>[Insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[Insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[Insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[Check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Section I: Instructions to Bidders <i>clause 2: Eligible Bidders</i> .  <input type="checkbox"/> JV Agreement, or letter of intent to enter into such an agreement, signed by the legally-authorized signatories of all the parties



## SECTION VI – ANNEX G: CHECKLIST OF BID FORMS

The following checklist is provided as a courtesy to Bidders. Please use this checklist while preparing the Bid to ensure that your Bid contains all required information. This checklist is for the Bidder's internal reference and does *not* need to be submitted with the Bid.

ACTIVITY	LOCATION	YES/NO/ N/A	REMARKS
Have you read and understood all of the Instructions to Bidders in Section I of the Bidding documents?	<b>SECTION I: INSTRUCTIONS TO BIDDERS</b>		
Have you reviewed and agreed to the UNFPA General Conditions of Contracts?	<b>SECTION III: GENERAL CONDITIONS OF CONTRACT</b>		
Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?	<b>SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT</b>		
Have you completed the Bid Submission Form?	<b>SECTION VI: ANNEX B: BIDDER SUBMISSION FORM</b>		<b>MANDATORY FORM</b>
Have you completed the Bidder's Identification Form?	<b>SECTION VI – ANNEX C : BIDDER IDENTIFICATION FORM</b>		<b>MANDATORY FORM</b>
Have you completed the Bidder's Previous Experience Form?	<b>SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE</b>		<b>MANDATORY FORM</b>
Have you completed and signed the Price Schedule Form?	<b>SECTION VI – ANNEX F: PRICE SCHEDULE FORM</b>		<b>MANDATORY FORM</b>
Have you completed the Joint Venture Partner Information Form?	<b>SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM</b>		<b>MANDATORY FORM IF APPLICABLE</b>
Have you reviewed all of the relevant Contract form(s)?	<b>SECTION VII: CONTRACTUAL FORMS</b>		
Have you prepared a copy of the previous year's audited Company Balance Sheet and Financial Statements?	<b>SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS</b>		<b>MANDATORY FORM</b>
Have you provided written confirmation that your company is neither suspended by the United Nations system nor debarred by the World Bank Group?	<b>SECTION VI – ANNEX B: BID SUBMISSION FORM</b> & <b>SECTION I: INSTRUCTIONS TO BIDDERS CLAUSE 2.3</b>		<b>MANDATORY FORM</b> Note: The accomplishment of this requirement must be supported by presenting a screenshot of your own research in the links mentioned in paragraph 2.3
Have you provided a copy of any of your company's environmental or social policies, and any related documentation?	<b>SECTION I : INSTRUCTIONS TO BIDDERS, CLAUSE 40</b>		<b>MANDATORY</b> Note: There is no standard form for this requirement.



Have you reviewed the UN Global Compact requirements?	<b>SECTION I : INSTRUCTIONS TO BIDDERS, CLAUSE 40</b>		
Have you sealed and marked the Bids according to Instructions to Bidders clause 20.3 (electronic Bids) or clause 20.4 (hard copy Bids) or clause 20 (Submission through an online system)?	<b>SECTION I : INSTRUCTIONS TO BIDDERS, CLASE 20.3 &amp; 20.4</b>		
If submitted electronically through email, is the file size of the Bid less than 20MB? (If the file size is above 20 MB, refer to Instructions to Bidders clause 20.3.3)	<b>SECTION I: INSTRUCTIONS TO BIDDERS, CLAUSE 20.3.3</b>		
Have you noted the Bid closing deadline?	<b>INVITATION LETTER NUMBER 4</b>		
Have you provided information on Supplier Qualification Requirements?	<b>SECTION V: SUPPLIER QUALIFICATION REQUIREMENT &amp; SECTION VI: ANNEX B: BID SUBMISSION FORM</b>		
Have you provided evidence that the Bidder has successfully completed at least one similar contract within the last five years for supply of goods/services?	<b>SECTION V: SUPPLIER QUALIFICATIONS REQUIREMENTS</b>		<b>MANDATORY FORM</b>
Have you provided contact details of commercial banks and names of contact persons from whom UNFPA can seek feedback?	<b>SECTION V: SUPPLIER QUALIFICATIONS REQUIREMENTS</b>		<b>MANDATORY FORM</b>
Have you provided sufficient documentation of your company's managerial capability? - Details of company's managerial structure. Quality assurance systems in place.	<b>SECTION VI: ANNEX C: BIDDER'S PREVIOUS EXPERIENCE</b>		<b>MANDATORY FORM</b>
Have you supplied clients' certificates in support of the satisfactory operation of the goods/services as specified above?	<b>SECTION VI: ANNEX D: BIDDER'S PREVIOUS EXPERIENCE</b>		<b>MANDATORY FORM</b>
Have you checked Section I: Instructions to Bidders, clauses, 17 & 18 and provided all requested documentation in the correct formats?	<b>SECTION 1: INSTRUCTIONS TO BIDDERS</b>		





SECTION VII: CONTRACTUAL FORMS

Below find an overview of the attached contractual forms for this RFP.

Description		Status	Preferred file for submission
Annex A:	Template of Contract for Civil Works	<b><u>Mandatory</u></b>	PDF
Annex B:	Bank Guarantee for Advance Payment	<b><u>Mandatory</u></b>	PDF
Annex C:	Performance Security	<b><u>Mandatory</u></b>	PDF



## **SECTION VII – ANNEX A: TEMPLATE OF CONTRACT OF CONTRACT FOR CIVIL WORKS (27)**

The template of Contract for Civil Works is available on:

[https://drive.google.com/file/d/1gKfdRDrUb\\_QBKOVqCbbPnphy6vNZlVWv/view?usp=sharing](https://drive.google.com/file/d/1gKfdRDrUb_QBKOVqCbbPnphy6vNZlVWv/view?usp=sharing)



## SECTION VII – ANNEX B: BANK GUARANTEE FOR ADVANCE PAYMENT

The bank, as requested by the successful Bidder, shall fill in this Form in accordance with the instructions indicated.]

Date: [insert date (as day, month, and year) of Bid Submission]  
RFP: UNFPA/PER/RFP/21/001

[bank's letterhead]

**Beneficiary:** [insert legal name and address of UNFPA]

**ADVANCE PAYMENT GUARANTEE NUMBER:** [insert Advance Payment Guarantee no.]

We, [insert legal name and address of bank], have been informed that [insert complete name and address of Bidder] (hereinafter called "the supplier") has entered into a Contract for Civil Works Number [insert number] dated [insert date of Agreement] with you, for the supply of [insert types of goods/services to be delivered] (hereinafter called the "contract").

Furthermore, we understand that, according to the conditions of the contract, an advance is to be made against an advance payment guarantee.

At the request of the supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s)<sup>5</sup> in figures and words] upon receipt by us of your first demand in writing declaring that the supplier is in breach of its obligation under the contract because the supplier used the advance payment for purposes other than toward delivery of the goods/services.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the supplier on its account [insert number and domicile of the account]

This guarantee shall remain valid and in full effect from the date of the advance payment received by the supplier under the contract until [insert date<sup>6</sup>].

[signature(s) of authorized representative(s) of the bank]

<sup>5</sup> The bank shall insert the amount(s), either in the currency(ies) of the contract or a freely-convertible currency acceptable to UNFPA.

<sup>6</sup> Insert the delivery date stipulated in the contract delivery schedule. UNFPA should note that in the event of an extension of the time to perform the contract, UNFPA would need to request an extension of this guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, UNFPA might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this guarantee for a period not to exceed [six months/one year], in response to UNFPA's written request for such extension, such request to be presented to us before the expiration of the guarantee."



## SECTION VII – ANNEX C: PERFORMANCE SECURITY

The bank, as requested by the successful Bidder, shall fill in this Form in accordance with the instructions indicated.

Date: [insert date (as day, month, and year) of Bid Submission]  
RFP: UNFPA/PER/RFP/21/001

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert legal name and address of UNFPA]

PERFORMANCE GUARANTEE NUMBER: [insert Performance Guarantee number]

We have been informed that [insert complete name of Bidder] (hereinafter called "the supplier") has entered into Contract for Civil Works Number [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of goods and related services] (hereinafter called the "contract").

Furthermore, we understand that, according to the conditions of the contract, a performance guarantee is required.

At the request of the supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s)]<sup>7</sup> in figures and words upon receipt by us of your first demand in writing declaring the supplier to be in default under the contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee shall expire no later than the [insert number] day of [insert month] [insert year],<sup>8</sup> and any demand for payment under it must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier]

<sup>7</sup> The Bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely-convertible currency acceptable to UNFPA.

<sup>8</sup> UNFPA should note that, in the event of an extension of the time to perform the Contract, UNFPA would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, UNFPA might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months/one year], in response to UNFPA's written request for such extension, such request to be presented to us before the expiration of the Guarantee."