

SECTION 2: RFQ INSTRUCTIONS AND DATA

Cost of preparation of quotation	UNDP shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
Supplier Code of Conduct, Fraud, Corruption,	<p>All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p> <p>Moreover, UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p>
Gifts and Hospitality	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches, dinners or similar. In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
Conflict of Interest	<p>UNDP requires every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. Bidders shall strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified.</p> <p>Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ.</p> <p>The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to</p>

	this RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
General Conditions of Contract	<p>Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the General Conditions of Contract</p> <p>Select the applicable GTC:</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions for Contract.</p> <p>Applicable Terms and Conditions and other provisions are available at UNDP/How-we-buy</p>
Special Conditions of Contract	<p><input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by [indicate number of days]</p> <p><input type="checkbox"/> Others [pls. specify]</p>
Eligibility	<p>A vendor who will be engaged by UNDP may not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by UNDP.</p> <p>It is the Bidder's responsibility to ensure that its ultimate beneficial owners, employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p> <p>Bidders must have the legal capacity to enter a binding contract with UNDP and to deliver in the country, or through an authorized representative.</p>
Currency of Quotation	Quotations shall be quoted in USD or PKR
Joint Venture, Consortium or Association	<p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture, Consortium or Association.</p> <p>Refer to Clauses 19 – 24 under Solicitation policy for details on the applicable provisions on Joint Ventures, Consortium or Association.</p>
Only one Bid	<p>The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association.</p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p>

	<p>a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</p> <p>b) they have the same legal representative for purposes of this RFQ; or</p> <p>c) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this RFQ process;</p> <p>d) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or</p> <p>e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</p>
Duties and taxes	<p>Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ of the General Assembly of the United Nations, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:</p> <p>All prices must:</p> <p><input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes</p> <p><input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes</p>
Language of quotation	<p>English</p> <p>Including documentation including catalogues, instructions and operating manuals.</p>
Documents to be submitted	<p>Bidders shall include the following documents in their quotation:</p> <p><input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed</p> <p><input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1</p> <p><input checked="" type="checkbox"/> Company Profile</p> <p><input checked="" type="checkbox"/> Registration certificate</p> <p><input checked="" type="checkbox"/> List and value of projects performed for the last 3 years plus client's contact details who may be contacted for further information on those contracts</p> <p>In addition, bidders are required to provide the following as part of the technical offer, presenting 7 separate attachments:</p> <p><input checked="" type="checkbox"/> Warranty Arrangement documents</p> <p><input checked="" type="checkbox"/> Datasheets and certificates of the required standards as specified in section 3.3</p> <p><input checked="" type="checkbox"/> Bill of Materials (BoM)</p> <p><input checked="" type="checkbox"/> Topics and content to be covered during training</p> <p><input checked="" type="checkbox"/> Details on freight and logistics plan in terms of timelines, delivery time and production time</p>

	<p><input checked="" type="checkbox"/> Risk assessment and Mitigation plan</p> <p><input checked="" type="checkbox"/> Plan for periodic maintenance, lasting for 3 years. Include the comprehensive details for procedures to be carried out and recommended number of inspections per year</p> <p>In case the bidder is not a company registered and based in Pakistan (preferably in Islamabad), and a local partner is required as per section 3 of the TOR, the following documents shall be included:</p> <p>a. Letter signed by both parties confirming relationship between the supplier and local service provider.</p> <p>b. Official documentation stating that the Local Partner is a registered business in the country.</p> <p>c. A detailed profile of the local service provider including documentary evidence of similar services performed by the company.</p> <p>Bidders are required to provide the following as part of the financial offer (Annex 3):</p> <p>a. Price and Delivery Schedule Form: Fully completed and duly authorized (see Annex 3). Please note all costs should be specified as indicated in the Price and Delivery Schedule Form. Therefore, the price of an item must not be included into another item.</p>
Quotation validity period	Quotations shall remain valid for 60 days from the deadline for the Submission of Quotation.
Price variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.
Partial Quotes	<p><input checked="" type="checkbox"/> Not permitted</p> <p><input type="checkbox"/> Permitted Insert conditions for partial quotes and ensure that the requirements are properly listed in lots to allow partial quotes</p>
Alternative Quotes	<p><input checked="" type="checkbox"/> Not permitted</p> <p><input type="checkbox"/> Permitted</p>
Payment Terms	<p><input checked="" type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation.</p> <p><input type="checkbox"/> Other Click or tap here to enter text.</p>
Conditions for Release of Payment	<p><input checked="" type="checkbox"/> Passing Inspection</p> <p><input checked="" type="checkbox"/> Passing all Testing</p> <p><input checked="" type="checkbox"/> Completion of Training</p> <p><input checked="" type="checkbox"/> Written Acceptance of Goods, Services and Works, based on full compliance with RFQ requirements</p> <p><input type="checkbox"/> Others [pls. specify]</p>

Contact Person for correspondence, notifications and clarifications	E-mail address: pakistan.procurement.info@undp.org and copy itm.green.energy@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Clarifications	Requests for clarification from bidders will not be accepted any later than 02 December 2022 . Responses to request for clarification will be communicated through Quantum by 05 December 2022 .
Evaluation method	<input checked="" type="checkbox"/> The Contract or Purchase Order will be awarded to the lowest price substantially compliant offer <input type="checkbox"/> Other Click or tap here to enter text.
Evaluation criteria	<input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 <input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract <input checked="" type="checkbox"/> Comprehensiveness of after-sales services
Right not to accept any quotation	UNDP is not bound to accept any quotation, nor award a contract or Purchase Order.
Right to vary requirement at time of award	At the time of award of Contract or Purchase Order, Click or tap here to enter text. reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
Type of Contract to be awarded	<input checked="" type="checkbox"/> Purchase Order
Expected date for contract award.	22 December 2022
Publication of Contract Award	UNDP will publish the contract awards valued at USD 100,000 and more on the websites of the CO and the corporate UNDP Web site.
Policies and procedures	This RFQ is conducted in accordance with UNDP Programme and Operations Policies and Procedures.
UNGM registration	Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level on the United Nations Global Marketplace (UNGM) website at www.ungm.org . The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award, the Bidder must register on the UNGM prior to contract signature.