



United Nations Population Fund
Next to the Lutheran Vocational
School, 8 Ar-Radwan Street, Beit
Hanina, Jerusalem.
Tel: 02 581 71 67 Ext. 71011
Website: palestine.unfpa.org

31 October, 2017

REQUEST FOR PROPOSAL (RFP)
RFP Number UNFPA/PAL/RFP/17/001
For the establishment of a:
CONTRACT FOR PROFESSIONAL SERVICES
In regards to:
FINISHING WORKS OF UNFPA OFFICES IN SHEIKH JARRAH
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 finishing works of UNFPA offices in Mount Scopus Building - fourth floor. 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 professional services (CPS) 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. A pre-bid meeting will take place as per the following schedule:

Pre-bid meeting Date & Time	Pre-bid meeting Address	Site visit info
06 November 2017 at 10 a.m.	Mount Scopus Building (Khan Al Omad), Sheikh Jarrah, Jerusalem	Gathering and site visit will be at Mount Scopus Building (Khan Al Omad) in Sheikh Jarrah, Jerusalem.

Bidders are advised to attend the pre-bid meeting and site visit (*on their own cost and responsibility*). Arrangements have been made for site visit to be held as per above schedule containing date, time and location. Bidders will be required to sign an attendance form. Any



clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

The pre-bid meeting minutes, and any further enquiries received on or before **08 November 2017**, will be documented and circulated to all prospective Bidders who have received the bid solicitation documents, and it shall also be posted on the UN Global Marketplace, <http://www.ungm.org> and on the designated UNFPA website palestine.unfpa.org on **10 November 2017**. No inquiries will be accepted after 08 November 2017.

4. 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.
5. 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 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 **14 November 2017 at 12:00 PM** (Jerusalem time).

- a. Your Technical Bid and Financial Bid should be submitted in separate, sealed envelopes in accordance to clause 20.3 Submission of hard copy Bids, and should reach the following address:

United Nations Population Fund
Next to the Lutheran Vocational School,
8 Ar-Radwan Street, Beit Hanina, Jerusalem.
Tel: 02-5817167 Ext. 71011

6. Bids received after the stipulated date and time will be rejected.
7. 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: Mr. Khalil Hjeij, Administrative Associate at hjeij@unfpa.org no later than **03 November 2017** 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.
8. Any questions relating to the Bid process and/or to the attached documents shall be sent to: Mr. Khalil Hjeij, Administrative Associate at email: hjeij@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.



9. 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.

10. UNFPA looks forward to receiving your Bid and thanks you in advance for your interest in UNFPA procurement opportunities.
11. This letter is not to be construed in any way as an offer to contract with your company/institution.

Yours sincerely,

A handwritten signature in blue ink, which appears to read 'Mayyada Malki', is positioned below the 'Yours sincerely,' text.

Mayyada Malki
Operations Manager
UNFPA Palestine CO



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SECTION I: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. General

- 1.1. UNFPA wishes to establish a contract for professional services with a qualified supplier for the provision of finishing works of UNFPA offices in Mount Scopus Building - fourth floor, in support of UNFPA's Programme and Operations in Jerusalem.
- 1.2. As a result of this competitive Bid process, UNFPA plans to sign a Contract for Professional Services with a single supplier.
- 1.3. In the event of UNFPA signing a contract the following shall apply:
 - 1.3.1. The successful Bidder shall accord the same terms and conditions to any other organization with the United Nations Systems, that wishes to avail itself of such terms, after written consent from UNFPA;
 - 1.3.2. The contract template specified in **SECTION VII – ANNEX A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES**, 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 and all parties constituting the Bidder may hold any nationality.
- 2.3. 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:
 - 2.3.1. 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.
 - 2.3.2. 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.
 - 2.3.3. 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.
 - 2.3.4. The following information must be disclosed in the Bid:



- 2.3.4.1. 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
 - 2.3.4.2. Any other situation that could potentially lead to actual or perceived conflict of interest, collusion, or unfair competition practices.
 - 2.3.4.3. Failure to disclose the information above may result in rejection or disqualification of the Bid or of the award resulting of the Bid process.
- 2.4. 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:
- 2.4.1. Listed as suspended or removed by the United Nations Procurement Division (UNPD);
 - 2.4.2. 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;
 - 2.4.3. 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;
 - 2.4.4. 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](#).
- 2.5. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found by clicking on [UN Supplier Code of Conduct](#).
- 2.6. 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
- 2.7. Bids may be submitted by a Joint Venture (JV). In the case of a JV:
- 2.7.1. The completed Joint Venture Partner Information Form, **SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM**, must be included with the Bid; and
 - 2.7.2. All parties to the JV shall be jointly and severally liable; and
 - 2.7.3. 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

- 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 Professional Services



Annex B:	Bank Guarantee for Advance Payment
Annex C:	Performance Security
Annex D:	Bid 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:

Mr. Khalil Hjeij, Administrative Associate at hjeij@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 **08 November 2017**, at 15:30 (Jerusalem Time).

- 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) and on UNFPA CO Website (palestine.unfpa.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.
- 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

- 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.

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 works 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

- 14.1. Bids must remain valid for **90 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

- 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 the Letter of Invitation, clause **3**.



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 B: INSTRUCTIONS FOR PREPARING TECHNICAL BID** in PDF format.
- 17.1.5. Supporting documents/information per the Supplier Qualification Requirements; **SECTION V: SUPPLIER QUALIFICATION REQUIREMENT**
- 17.1.6. Completed Joint Venture Partner Information Form; **SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM** in PDF format.
- 17.1.7. Performance Security; **SECTION VII – ANNEX C: PERFORMANCE SECURITY** in PDF format.
- 17.1.8. Copy of last three years of 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 be exclusive of all taxes, since UNFPA is exempt from 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

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 method of Bid submission:

20.2.1. Hard copy Bids may be delivered personally, by mail, or by courier in accordance with the guidelines provided in clause **20.4**

20.3. Submission of hard copy Bids

20.3.1. Bidders must prepare one Original set of all Bid documents, In addition to two hard copies; Bidders should enclose their Bid documents in a USB or CD 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 or CD) for the Technical Bid and Financial Bid.

20.3.2. Marking of hard copy Bids



20.3.2.1. The **outer envelope** must be clearly marked with:

United Nations Population Fund

Next to the Lutheran Vocational School,
8 Ar-Radwan Street, Beit Hanina, Jerusalem.
Tel: 02-5817167 Ext. 71011

UNFPA/PAL/RFP/17/001, **Company Name**

Attention: Mr. Ismat Rayyan

TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL
DO NOT OPEN BEFORE 14 November 2017 at 12:30 P.M.

20.3.2.2. 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.

20.3.2.3. The **inner envelopes** must be clearly marked with:

United Nations Population Fund

Next to the Lutheran Vocational School,
8 Ar-Radwan Street, Beit Hanina, Jerusalem.
Tel: 02-5817167 Ext. 71011

UNFPA/PAL/RFP/17/001, **Company Name**

Attention: Mr. Ismat Rayyan

TO BE OPENED ONLY BY AUTHORIZED UNFPA PERSONNEL

Submission 1 of 2: UNFPA/PAL/RFP/17/001 **[Company name]**, Technical Bid

Submission 2 of 2: UNFPA/PAL/RFP/17/001 **[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 20 - 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

24.1. UNFPA will conduct the Bid opening on 14 December 2017, at 12:30 P.M. (Jerusalem Time) at the office of UNFPA, Next to the Lutheran Vocational School, 8 Ar-Radwan Street, Beit Hanina, Jerusalem.

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

- 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.
- 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

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 70% and whom have fulfilled the supplier qualifications.

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

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	100		25%	
2. Implementation (work) plan and management plan	100		20%	
3. Specific experience and expertise relevant to the assignment	100		15%	
4. Customer Satisfaction/Quality Programme of the Company	100		20%	
5. Organization and staffing	100		20%	
GRAND TOTAL ALL CRITERIA	500		100%	

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	70 – 79
Partially meets the requirements	1 – 69
Does not meet the requirements or no information provided to assess compliance with the requirements	0

30. Supplier qualification requirements

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? (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

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.

F. AWARD OF CONTRACT AND FINAL CONSIDERATIONS

32. Award of Contract

32.1. UNFPA intends to award the Contract for Professional Services to the qualified and eligible Bidder that is found to be responsive to the requirements of the Terms of Reference shown in Section II and Technical Specification, and has offered the lowest price.



33. Rejection of Bids and annulments

- 33.1. 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.
- 33.2. 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.
- 33.3. Bidders waive all rights to appeal against the decision made by UNFPA.

34. Right to vary requirements and to negotiate at time of award

- 34.1. 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.
- 34.2. 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.
 - 34.2.1. 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.
 - 34.2.2. 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.

35. Signing of the Contract

- 35.1. The procurement official will send the successful Bidder(s) the contract for professional services, 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 Professional Services, found in **SECTION VII – ANNEX A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES** 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.
- 35.2. UNFPA reserves the right to discontinue the contract if the supplier's performance is not satisfactory to UNFPA.

36. Publication of Contract Award

- 36.1. 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.

37. Payment Provisions

37.1. 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.

38. Bid protest

38.1. Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of contract may complain to the UNFPA Head of the Business Unit Mr. Anders Thomsen at thomsen@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.

39. Documents establishing sustainability efforts of the Bidder

39.1. 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). 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)

Work Package: Finishing Works of UNFPA offices in Mount Scopus Building- fourth floor

This project is of extremely sensitive nature, in terms of location, nature of works and building material. The contractor shall visit the designated site for the work, to become familiar with the condition of the work areas, the structures, the vicinity and the free space available for doing the work and storage of construction materials. In general, the contractor should become familiar with all current conditions and circumstances which may affect the manner in which he will perform his works. The contractor should take into consideration the guidelines for upgrading commercial facades and coordinate with all involved parties accordingly.

The prices proposed by the contractor in the bill of quantities after his visit to the site shall be considered to include all that is required to carry out the work under the local conditions and the foreseeable and unforeseeable expenses which will be required to complete the work.

The contractor must exercise full coordination with UNFPA representatives at all stages of work.

The Works include the following activities as per bill of quantities and specifications:

- A) **Civil Works:** Rehabilitation, Finishing Works, Metal & Carpentry works, Façades cleaning and beautification; (Civil Works Bills of Quantities are attached)
- B) **Electrical Works:** Rehabilitation & enhancing of the Electrical Network, Distribution Panels, Telecom Incomers, Telephone System, lighting, and Fire Alarm System; (Electrical Works Bills of Quantities are attached)
- C) **Mechanical Works:** Plumbing and Sanitary, Water Supply, Drainage, Air conditioning systems and Firefighting Systems. (Mechanical Works Bills of Quantities are attached)

Drawings are attached in three files - DWG

- 1. Electrical Drawings Package
- 2. Mechanical Drawings Package
- 3. Architectural Drawings Package

General Conditions of Contract for Civil Works (GCC):

UNDP GCC (attached) shall be applicable for the works and the bidders may acquaint themselves with it.

In case of contradiction between General Conditions of Contract, Special Conditions of Contract, specifications, Drawings, Bill of Quantities, the following shall prevail in order of precedence.

- 1) Agreed Variations and its enclosures
- 2) Drawings
- 3) Bill of Quantities
- 4) Special Conditions of Contract
- 5) General Conditions of Contract
- 6) General & Particular Specifications



Special Conditions

Delivery Term [INCOTERMS 2010]	DAP (East Jerusalem)
Exact Address of Delivery/Installation Location	Mount Scopus Building – Fourth Floor, Sheikh Jarrah, Jerusalem
Mode of Transport Preferred	Not applicable
Latest Expected date for commencement of Contract	November 2017
Maximum Expected duration of contract	45 working days from the date of contract signature by the successful bidder and handover of the project site locations.
Taxes	<p>This contract is exempted from VAT and all other taxes; as such taxes will not be paid under this contract.</p> <p>In the event that the Contractor fails to acquire the necessary tax clearances from the Tax Department after signing the Contract, UNFPA retains the right to encash the full amount of the Contractor's advance payment guarantee and performance guarantee without prior notice, and if necessary terminate the Contract.</p>
Kick off requirements	Methodology of the work, time schedule, safety manual and quality assurance plan shall be submitted before commencement of the work.
Bid Security	<p>Required in the amount of USD 30,000 valid for 90 days from date of bid submission.</p> <p>The Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNFPA, and reject the Bid, in the event of any or any combination of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity or; b) If the Bid Security amount is found to be less than what is required by UNFPA, or; c) In the case the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNFPA has awarded it; ii. to comply with UNFPA's variation of requirement, as per ITB Clause 35; or <p>to furnish Performance Security, insurances, or other documents that UNFPA may require as a condition to rendering effective the contract that may be awarded to the Bidder.</p>
Warranty/Guarantee	The Contractor shall be responsible for the maintenance of the subject works for a period of (1) one calendar year effective from the day of issuance of the Certificate of Substantial Completion of the Works.
Liability Insurance	The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of 15% (fifteen percent) of the price of the Contract per occurrence, with number of occurrences unlimited. The liability insurance shall be submitted by the Contractor within seven (7) days of receipt of the letter of Intent, and before contract signature and start of works, and

	<p>shall be valid until end of defects liability period (i.e. twelve months after the intended completion date).</p> <p>Contractors' All Risks (CAR) insurance policy should cover public liability insurance (third parties property damage and bodily injury) and contract works (materials/items, construction plant/equipment, machineries, etc.), in addition to Workers' compensation insurance should be issued by the successful bidder subject to the general conditions, terms and conditions of the contract, and as per/ in compliance with the applicable local Labor Law and international standards in this regard.</p>
Defects Liability	<p>Any damage resulted from defect in execution by the Contractor on the executed works during the defects liability period should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from the Employer; and if the contractor does not repair these damages during the above specified period, then UNFPA does these repairs at the expense of the contractor, which shall be deducted from due sums against the Maintenance Guarantee.</p>
Peculiarity of the Site	<ol style="list-style-type: none"> (1) The contractor shall take into consideration the dynamic and active nature of Sheikh Jarrah area along with the work nature of the merchants and users located in the building in concern which entails constant visitors, locals and tourists passing by or requesting services. The awarded contractor shall make all necessary arrangements and take all precautionary measures so as not to endanger the safety of the residents, public, any employees/staff and visitors. Therefore, it is obligatory that the safety and quality assurance engineer would be on site during working hours throughout contract duration. (2) The awarded contractor shall coordinate and liaise with the tenants of the buildings in concern at all stages of the works. Taking into consideration that site cannot be completely closed for tenants, shop residents or civilians; thus the contractor shall co-operate with all stakeholders to keep work activities going smoothly without interruptions. Interruption by the shop residents and/or building's tenants and users is a potential risk. Thereby, the Contractor shall submit to the Engineer the <u>Programme and Method of Work</u> within seven calendar days upon signature of the Contract by both parties. The Programme and Method of Work should consider the sensitivity of the project that it is taking place in a very dynamic business centre. Implementation should be in short-term phases which will allow for the reopening of each business within a calendar month. (3) The contractor shall take into consideration the risk of potential closure of the site area due to unforeseen political unrest in the region and or interruptions by the relevant Israeli authority. UNFPA will not be held liable for any contractual claims arising out of or in connection with the consequences of the prevailing situation, including closures, strikes, and acts of war. This includes

	<p>any claims for overhead expenses due to idle works, changes in the market cost of materials and/or equipment and related transportation or other costs. Accordingly, the contractor will only be entitled for the costs of executed works and supplied material and/or equipment, all based on the unit prices submitted in his original tender.</p>
Suspension of Work	<p>In case UNFPA imposes suspension longer than one (1) month on the project, only the following will be paid for:</p> <ol style="list-style-type: none"> (1) Security guard for the project if needed; (2) Cost of extension of insurance policy and bank guarantees; and, (3) Salary of the project manager. <p>All project equipment will not be compensated for, as well as any incurring costs related to staff or subcontractors. The maximum period of suspension will not be more than 60 days at maximum. When suspension is released, the Contractor will be allowed seven (7) days for re-mobilization and the period of contract will be extended accordingly.</p>
Important Conditions	<ol style="list-style-type: none"> (1) The relevant & applicable conditions and instructions, as issued by all relevant authorities, for such project shall be fully complied with by the awarded contractor, in a timely manner and in full coordination with the UNFPA assigned staff. (2) Any related official governmental/municipal/local fees and work permits (yet not mentioned in this tender), as applicable under the local laws in terms of the works, are and remain the sole responsibility of the awarded contractor. Contractor should therefore inquire on, and take into account in his bid, such possible applicable fees given the context of this project.
Safety, Health & Welfare Plan	<p>Upon contract award, the contractor should provide, as part of his contractual commitments, a detailed Safety, Health & Welfare plan, being part of the overall program of works, subject to the Engineer approval. Contractor to bear all the costs associated with implementation of the said Safety, Health & Welfare plan.</p> <p>The said Safety, Health & Welfare plan shall be based on the following Safety code & manual (being an integral part of this tender)</p> <p>Safety and health in construction: An ILO code of practice – International Labour Office Geneva (1992 version)</p> <p>Safety, health and welfare on construction sites: A training manual- International Labour Office Geneva (1999 version)</p> <p>The above mentioned Safety manual shall be an integral part of the tender and contract documents and the contractor is obligated to fully comply with the guidelines and instructions contained in the said manual, all to the satisfaction of the UNFPA Engineer.</p> <p>Important: The contractor shall also implement fully the applicable Safety measures contained in the approved Safety plan during mobilization stage before actual work starts.</p>

	<p>(Refer to the "Safety Manual" which is posted on the UNDP/PAPP designated web site at:</p> <p>Contractor should not submit a copy of the Safety Manual along with his/her bid</p> <p>Only Successful bidder, however, shall print & provide UNFPA with a hardcopy of the Safety Manual duly acknowledged (signed/stamped) upon contract signature</p>
Special Requirements	<p>1) Miscellaneous</p> <p>a) Time Schedule:</p> <p>The contractor has to submit a time schedule for the different activities of the project and the sequence of work activities using MS-Project software. This time schedule should be revised and approved by the engineer before the initiation of work activities. The contractor has to update it and do all modifications deemed necessary to work activities as per the instructions of the engineer.</p> <p>The contractor shall carry out quantity verification to be executed before the start-up of work activities. Written approval on the scope of works shall be obtained prior to implementation process.</p> <p>b) Schedule of material supply</p> <p>No delays are accepted due to delay in or insufficient material supply for works in the local market. Hence a schedule for material supply is needed before starting up activities.</p> <p>The schedule of works should include the dates and quantities of material supply as well as the equipment supply to assure proper planning of work activities.</p> <p>c) Work plan</p> <p>The contractor has to submit a written work plan that illustrates the methodology to be followed in implementation of the work activities.</p> <p>d) Samples and catalogues:</p> <p>The contractor has to submit all samples and /or catalogues for all materials to be used on the project to verify their compliance with the technical specifications as follows:</p> <p>*The samples will be handed along with the request of material approval as per the schedule of material supply such that one week is allowed to obtain approval before order of material supply is placed.</p>

	<p>*The sample and catalogue should show the data of technical specification. In case there is no possibility to obtain a sample, the catalogue might be accepted after the engineer approval.</p> <p>e) Cash – Flow:</p> <p>The contractor has to submit a cumulative cash flow chart (S-curve) expected during implementation. Updates should be carried out on regular basis to adapt the actual expenditure on the project.</p> <p>f) Weekly reports and photographs.</p> <p>The contractor has to submit weekly reports in three copies reflecting the actual progress of works in percentage, executed work activities, difficulties faced and photos showing such progress.</p> <p>g) Closures of borders: The closure of borders is expected risk and the contractor has to assure proper storage of materials such that to keep work activities going on smoothly. No financial claims will be accounted in case of any closure is taking place.</p> <p>h) Contract documents:</p> <p>All tender documents stipulated in the ITB should be submitted, signed and stamped. It is deemed that all mentioned in the technical specification (General and Specific), drawings, bill of quantity, pre-bid meeting notes and/or any addendum thereof are included in the unit prices of the items and no extra charges will be paid in that respect.</p> <p>2) WORKMANSHIP:</p> <p>It is expected that best local practices be utilized in case no specific workmanship is identified.</p> <p>3) DRAWINGS:</p> <p>a) The contractor has to abide to any additional detail or general drawings issued by the engineer and will be considered as part of the contract.</p> <p>b) The contractor will develop shop drawings for all work activities and submit for approval. No activity can be started unless engineer approves relevant shop drawing.</p> <p>c) The contractor should submit three copies of the shop drawings a week ahead of required approval. In case of changes required, the contractor will resubmit the drawings with changes and obtain approval before execution of works.</p> <p>4) As-Built Drawings:</p> <p>The contractor is responsible to submit as-built drawings before the preliminary handing over in two hard copies A3 size and two CD's. They should show all details (architectural, structural,</p>
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	<p>mechanical, and electrical along with services routes, trenches, manholes, and levels ...etc)</p> <p>5) Discrepancies and mistakes in tender documents:</p> <p>a) In case there is discrepancy in the tender documents, the Engineer will verify the correct specification of any item in the tendering stage.</p> <p>b) In case there is missing information in the contract documents or discrepancy or review and approval of the engineer, improper description of details of the items, it doesn't relieve the contractor from carrying out the item in the most correct manner as if identified and properly described in the original tender documents.</p> <p>c) The contractor has to acknowledge the engineer in case of omission, discrepancy or mistakes in the tender documents in the tendering stage and price according to the engineer's answer.</p> <p>INSPECTION OF SITE:</p> <p>The contractor is deemed to have visited and investigated the site and identified all site conditions in terms of ground nature, accessibility to site, availability of services like water & electricity and all factors affecting execution of work activities before submitting his offer. All such factors are deemed to be taken into consideration while pricing.</p> <p>7) SUB-CONTRACTORS:</p> <p>Sub- contractors are dealt with according to General Conditions of Contract. The main contractor should submit to the Engineer; the certified agreement between him and the subcontractor prior to commencement of the work.</p> <p>8) EQUIVALENCE AND ENGINEER'S INSTRUCTION:</p> <p>Wherever equivalence and Engineers' instruction are mentioned within the contract documents, they are interpreted to be dealt with and /or executed according to the consent of the engineer.</p> <p>9) SITE MEETINGS:</p> <p>Periodical site meetings will be carried out and the contractor or duly authorized delegate should attend the meetings.</p> <p>10) TESTING:</p> <p>The contractor at his own expenses shall provide any test as requested by the Engineer's Representative for any materials supplied, installed, or stored in the site according to the stipulated tests in the general specifications. The contractor has to secure devices and equipment that are necessary to test sanitary and electrical works as requested by the Engineer.</p>
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	<p>SPECIFICATIONS:</p> <p>Specifications are the approved American, Britain, and Palestinian Specifications. In case there is no clear or missing specification of items, it is deemed that the contractor has based his prices on high quality materials and best practice in implementation.</p> <p>11) TAKE OFF QUANTITIES AND PRICING:</p> <p>a) Description of items</p> <p>The tender documents are complementary and self-explanatory and what is deemed necessary in one is deemed necessary in all. Accordingly, the item specification is not limited to item description in the bill of quantity but rather to the tender documents as a whole.</p> <p>b) Quantities</p> <ul style="list-style-type: none"> i) Net measurements of quantities as executed or erected in place will be used in the project ignoring losses and overlapping parts. ii) Quantities are based on actual measurements on site. iii) The contractor shall reveal attachments and supporting documents for all finished quantities with each payment to the Engineer for review. iv) The quantities in the Bill of Quantity are only an estimate. Actual quantities will be measured on site and approved by the engineer. v) The contractor should inform the owner or his representative about any increase in quantities prior to execution in a written form. In case of extra quantities are executed without informing the owner or the Engineer and obtaining approval on the implementation it will not be accounted in the quantities. <p>c) Pricing:</p> <ul style="list-style-type: none"> i) Description of items: The contractor is deemed that he understood all items within the bill of quantities and that he included all required expenses for permanent or temporary activities and components inclusive but not limited to overhead, profit, fees for services, materials, samples, losses in materials, equipment, etc. to achieve and maintain the works in first grade quality and in the correct form. No claims will be accepted for comprehensiveness in pricing. ii) The contractor shall not include price of item in another one. All prices of items should be adequate to execute the relevant task individually. iii) The cost of any item in the B.O.Q. shall include all prices of raw material, workmanship cost, profits, and all direct and
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	<p>indirect implicated costs of the implementation of the project.</p> <ul style="list-style-type: none"> iv) Any un-priced item in the B.O.Q. is eventually included in the other items and the contractor has not the right neither to price it later nor to cancel it. v) The contractor is deemed to base his price according to proper breakdown of cost. Hence, he is expected to submit such price analysis within his offer upon UNFPA request. vi) The unit rates shouldn't include VAT. All payments will be processed according to Zero VAT invoices all according to PA rules and regulations in that respect. The contractor has to include all expenses that might occur in his overhead expenses and no claims will be accepted regarding this issue. vii) Price shall include fees of testing according to specification and engineer's instruction. UNFPA has the right to change the testing laboratory from time to time. viii) The contractor has to submit valid income and VAT tax clearance issued by the Ministry of finance along with the tender. <p>d) Electrical and mechanical manufacturing lists are an integral part of the tender documentations and are directly related to civil, mechanical and electrical works' bills.</p> <p>12) TAKE OFF QUANTITIES AND PRICING:</p> <p>The contractor has to supply and install a small size (100cm *100cm) sign to be hanged inside the building.</p> <p>13) Assistance To The Engineer's Representative</p> <ul style="list-style-type: none"> a) The Contractor shall give such assistance and supply such labour as may be required by the Engineer in connection with the contract when required. b) Such labour to be hired and employed by the Contractor, but shall operate and perform their duties under the direction of the Engineer's Representative. <p>14) Temporary installations during implementation</p> <p>All these facilities implemented before the start of project works and be at the expenses of the contractor and by the fall of the construction cost and the total after the expiration of the term of the project. In case of any delaying by the contractor in establishing of such buildings or any part thereof and removal of thereof, the Engineer's Representative and Employer have a right to establish the remainder and removal thereof at the end of the project and reduce the amounts disbursed from the account of the contractor without any objection to the action or cost.</p>
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	<p>15) warehouses</p> <p>The contractor shall establish stores and warehouses to store all the building materials, especially cement and ensure the conditions necessary for the protection of stored materials from damage caused by exposure to influences.</p>
<p><u>Various Additional & Important Special Conditions:</u></p>	<ol style="list-style-type: none"> 1) A detailed Safety, Health & Welfare plan, including Scaffolding/support systems plan (including Safety requirements for scaffolding), shall be prepared and presented by the contractor to the UNFPA Engineer for his review and approval before start of the works. The said safety plans and related measures shall be in full compliance with the ILO safety manual, the safety and other related regulations issued by the related authorities, and the relevant parts of the project specifications and tender documents. Please refer to the relevant parts in the subject tender documents for the instructions and conditions related to the safety & security plans and the applicable safety manual and guidelines. 2) Detailed shop drawings as directed and requested by the UNFPA Engineer and as required in the projects specifications shall be prepared and given to the UNFPA Engineer for his review and approval before and during implementation of the works. 3) Provision of Electricity and water for the project activities is and remains the sole responsibility of the awarded contractor. 4) The tentative works activities plan requested in the tender shall show the phased works schedule and at the same time show bidder's ability to finish the works within (10) calendar months from the contract start date. 5) Setting up and furnishing of the site-offices is the sole responsibility of the awarded contractor. And at his own expenses. The office for the UNFPA engineers shall be of a minimum 12 square meters size and shall include the following: 6) One office desk and chair, meeting table and chair for 6 persons, a kitchenette and toilet. The office shall be equipped with internet connection, PC, printer, land line tel. or assigned mobile line and air-condition. The said office shall be used by both contractor and UNFPA Project assigned personnel. 7) This location of the office shall be negotiated/facilitated with the potential successful bidder prior the award of contract.



SECTION II – ANNEX A: INSTRUCTIONS FOR PREPARING TECHNICAL BID

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 CONTRACT

UNFPA's General Conditions of Contract are available through the links below as well as attached as a separate PDF document in this RFP.

Provision of Mixed Goods & Services	For contract/PO values over equivalent or over USD 100,000 covering mixed goods and services	English	French	Spanish
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SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT

PERFORMANCE SECURITY	<p>A Performance Security shall be required.</p> <p>The performance security in original shall be submitted within ten working days from the date of the contract. The amount of the performance security shall be 10 % of the estimated expenditure.</p> <p>The performance security shall be unconditional and irrevocable and in the form of either:</p> <ul style="list-style-type: none"> • An unconditional bank guarantee • A demand draft • A cashier's check • A certified check <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 120 days. 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 SECTION VII – ANNEX C: PERFORMANCE SECURITY</p>
MAINTENANCE GUARANTEE	<p>Required in the amount of 5% of contract value.</p> <p>(a) Within seven (7) days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by UNFPA, the UNFPA will return to the Supplier the Performance Security after the Contractor furnishes to the UNFPA a Maintenance Guarantee in an amount equal to (5%) of the Contract Price to be valid until the end of the Warranty Period;</p> <p>(b) If, within 12 months after the works have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair;</p>

	<p>If the Supplier fails to replace/repair the defect during the above specified period, then UNFPA does these repairs at the expense of the Supplier, which shall be deducted from due sums against the Maintenance Guarantee.</p>
GOODS AND SERVICES DEFINED	<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>
KEY PERFORMANCE INDICATORS	<p>Successful Bidder's performance will be monitored and evaluated by UNFPA 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>Goods:</p> <ul style="list-style-type: none"> • Adherence to specifications, including quality and quantity • Overall communication and responsiveness, e.g., <ul style="list-style-type: none"> - Timely acknowledgement and processing of queries, RFQ, PO - Proactively updating delivery information with UNFPA, including UNFPA's order tracking system (ETD, ETA, ATD, ATA, inspection dates etc.). - In case of delivery delay, proactively communicating with buyers on mitigation measures <p>Services:</p> <ul style="list-style-type: none"> • Expected output achieved • Satisfactory level of quality and technical competence • Effective and timely communication and professionalism <p>Goods and Services:</p> <ul style="list-style-type: none"> • Timely delivery of goods and services based on client requirements • Satisfactory level of quality, technical competence, and management of post-delivery issues (if applicable) • Effective and timely communication and documents handling • Adherence to contractual agreement (Purchase Order, contract, LTA terms and conditions) <p>Key performance indicators may be modified and/or added during the validity of this contract.</p>
PAYMENT TERMS	<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-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>
ADVANCE PAYMENT	An advance payment of 20% of the contract will be made against presentation of a bank guarantee per SECTION VII – ANNEX B: BANK GUARANTEE FOR ADVANCE PAYMENT.
REPORTING	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.
LIQUATED DAMAGES	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.



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 and 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 (UNGM);
 - 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 five-year period, including those mentioned in the table below.



Financial Ratio	2013	2014	2015	2016	2017
Current ratio					
Quick ratio					
Debt ratio					
.....					

4.2. 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.

4.3. 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.
- Minimum no. of years of experience in construction works: 5 years
- Certificate/s proving that the participating contractor has implemented civil works project of USD 1 million value in one year in the last three (3) years.



SECTION VI: BID AND RETURNABLE FORMS

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	Mandatory	PDF
Annex B:	Bid Submission Form	Mandatory	PDF
Annex C:	Bidder Identification Form	Mandatory	PDF
Annex D:	Bidder's Previous Experience	Mandatory	PDF
Annex E:	Price Schedule Form	Mandatory	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

[Complete this page and return it prior to bid opening]

To:	UNFPA Palestine CO Khalil Hjeij	Date:	
		Email:	Hjeij@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/PAL/RFP/17/001		

<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

The undersigned, having read the original RFP documents of UNFPA/PAL/RFP/17/001 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 works, 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 UNFPA/PAL/RFP/17/001 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 90 days 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 2.3, 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 2.4.

	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/PAL/RFP/17/001

1. Organizational Information	
Company/Institution Name	
Address, City, Country	
Telephone/FAX	
Website	
Date of establishment	
Legal Representative: Name/Surname/Position	
Legal structure: natural person/Co. Ltd, NGO/institution/other (specify)	
Organizational Type: 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)	

2. Quality Assurance Certification	
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)	

3. Expertise of Staff	
Total number of staff	
Number of staff involved in similar contracts	



4. Contact details of persons that UNFPA may contact for requests for clarification during Bid evaluation	
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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.
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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 ¹	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:	

¹ Please indicate relevant contracts to the one requested in the RFP.



SECTION VI – ANNEX E: PRICE SCHEDULE FORM

(Please see attached three Excel files)

Civil Works Bills of Quantities

Mechanical Works Bills of Quantities

Electrical Works Bills of Quantities

1. Submit this document in a separate email from the Technical Bid as indicated in Section I: Instructions to Bidders clause 20 Submission, sealing, and marking of Bids and in Annex I Instructions to Bidders.
2. All prices/rates Bid must be exclusive of all taxes, since UNFPA is exempt from taxes.
3. The Price Schedule Form must provide a detailed cost breakdown, as shown below. Provide separate figures for each of the steps in Item 1 below; estimates for out of pocket expenses should be listed separately in Item 2 below.
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.



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/PAL/RFP/17/001

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 Party 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 clause 2: Eligible Bidders. <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?	SECTION I: INSTRUCTIONS TO BIDDERS		
Have you reviewed and agreed to the UNFPA General Conditions of Contracts?	SECTION III: GENERAL CONDITIONS OF CONTRACT		
Have you reviewed and agreed to the UNFPA Special Conditions for Contracts?	SECTION IV: UNFPA SPECIAL CONDITIONS OF CONTRACT		
Have you completed the Bid Submission Form?	SECTION VI – ANNEX B: BID SUBMISSION FORM		
Have you completed the Bidder's Identification Form?	SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM		
Have you completed the Bidder's Previous Experience Form?	SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE		
Have you completed and signed the Price Schedule Form?	SECTION VI – ANNEX E: PRICE SCHEDULE FORM		
Have you completed the Joint Venture Partner Information Form? (if applicable)	SECTION VI – ANNEX F: JOINT VENTURE PARTNER INFORMATION FORM		
Have you reviewed all of the relevant Contract form(s)?	SECTION VII: CONTRACTUAL FORMS		
Have you prepared a copy of your company's registration in the country of operation?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you prepared a copy of the previous year's audited Company Balance Sheet and Financial Statements?	Section I: Instructions to Bidders, clause 12 & SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		



Have you provided written confirmation that your company is neither suspended by the United Nations system nor debarred by the World Bank Group?	SECTION VI – ANNEX B: BID SUBMISSION FORM & Section I: Instructions to Bidders clause 2.4		
Have you provided a copy of any of your company's environmental or social policies, and any related documentation?	Section I: Instructions to Bidders, clause 39		
Have you reviewed the UN Global Compact requirements?	Section I: Instructions to Bidders, clause 39		
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)?	Section I: Instructions to Bidders, clause 20.3 & 20.4		
Have you noted the Bid closing deadline?	Invitation letter Number 4		
Have you provided information on Supplier Qualification Requirements?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS & SECTION VI – ANNEX B: BID SUBMISSION FORM		
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?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		
Have you provided contact details of commercial banks and names of contact persons from whom UNFPA can seek feedback?	SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS		

<p>Have you provided sufficient documentation of your company's ability to undertake the services, i.e.,</p> <ul style="list-style-type: none"> - List of similar contracts/LTAs executed for other clients including contact details. - Evidence that the Bidder possesses experience in the geographical area. - At least three years of experience in performing similar contracts/Long Terms Agreements 	<p>SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE & SECTION V: SUPPLIER QUALIFICATION REQUIREMENTS</p>		
<p>Have you provided sufficient documentation of your company's managerial capability?</p> <ul style="list-style-type: none"> - Details of company's managerial structure. - Quality assurance systems in place. 	<p>SECTION VI – ANNEX C: BIDDER IDENTIFICATION FORM</p>		
<p>Have you supplied clients' certificates in support of the satisfactory operation of the goods/services as specified above?</p>	<p>SECTION VI – ANNEX D: BIDDER'S PREVIOUS EXPERIENCE</p>		
<p>Have you checked Section I: Instructions to Bidders, clauses, 17 & 18 and provided all requested documentation in the correct formats?</p>	<p>Section I: Instructions to Bidders, clauses 17 & 18</p>		



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 Professional Services	Mandatory	PDF
Annex B:	Bank Guarantee for Advance Payment	Mandatory	PDF
Annex C:	Performance Security	Mandatory	PDF
Annex D:	Bid Security	Mandatory	PDF



SECTION VII – ANNEX A: TEMPLATE OF CONTRACT FOR PROFESSIONAL SERVICES

<http://www.unfpa.org/resources/contract-professional-services>



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/PAL/RFP/17/001

[bank's letterhead]

Beneficiary: United Nations Population Fund

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 Professional Services 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)]² 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]³].

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

² The bank shall insert the amount(s), either in the currency(ies) of the contract or a freely-convertible currency acceptable to UNFPA.

³ 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/PAL/RFP/17/001

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

Beneficiary: United Nations Population Fund

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 Professional Services 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)⁴ 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],⁵ 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]

⁴ 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.

⁵ 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 D: BID SECURITY

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

To: UNFPA

WHEREAS *[name and address of Contractor]* (hereinafter called "the Bidder") has submitted a Bid to UNFPA dated *date*, to deliver *civil works* and execute related services for *[indicate ITB title]* (hereinafter called "the Bid"):

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address