

United Nations Population Fund

Address

Fax:

Telephone:

Email: ramakhula@unfpa.org

Website: [www.unfpa.org](http://www.unfpa.org)

29 June, 2018

**INVITATION TO BID**

**ITB No. UNFPA/LSO/2018/01**

RENOVATION OF UNFPA OFFICE

INTRODUCTORY LETTER

1. The United Nations Population Fund (UNFPA), an international development agency, invites sealed bids for the supply of services of renovation of office in ***Lesotho.***
2. ***The reference* UNFPA/LSO/2018/01 must be written on the envelope containing the offers.**
3. Bidding shall be conducted through ONE envelope. The technical bid containing the technical specifications must not bear name of Bidder and the financial bid must bear the name of Bidder containing price information shall be submitted together. Bids must be submitted in English Language only.
4. The Bidder shall berequired to quote for all items. However, Bidders are encouraged to quote for as many items as possible.
5. To enable you to submit a bid, please read the following attached documents carefully:

|  |  |
| --- | --- |
| Section I: | Instructions to Bidders |
| Section II: | Technical Specifications and Schedule of Requirements |
| Section III: | UNFPA General Conditions of Contract |
| Section IV: | UNFPA Special Conditions for Contracts |
| Section V: | Bidding Forms |
|  |  |
|  |  |

1. Bidders shall acknowledge receipt of this Invitation to Bid according to the Bid Confirmation Form, Section V, 1 of this solicitation document by email to tsolanku@unfpa.org not later than 6th July 2018 and to indicate whether or not a bid shall be submitted. The acknowledgement shall provide company name, telephone number, contact details including email of the company's authorized official.
2. A pre-bid meeting will be held 9 July at 11:00 am (Lesotho time), 2018 whereby bidders may take actual measurement of the above mentioned area/s. The Bidders who intend to participate at the pre-bid meeting should confirm their participation to Mr. Phillip Tsolanku, Operations Manager (tsolanku@unfpa.org) before 5 July at 5:00pm (Lesotho time).
3. Any questions relating to the attached documents shall be addressed in writing not later than 13 July 2018 at 13:30 pm (Lesotho time) to:

Mr. Phillip Tsolanku

Operations Manager

Email: tsolanku@unfpa.org

1. The bid shall reach UN’s reception orLesotho.office@unfpa.orgno later than 27 July 2018 at 12.00 noon (Lesotho time).
2. Bid opening will be on the 27 July 2018 at 3:00pm (Lesotho time).
3. Bids received after 27 July 2018 at 12:00 noon (Lesotho time) shall not be accepted under any circumstances. Bids delivered through courier and posted later than the due date shall not be registered and shall be returned unopened. Bids submitted to any other email address than lesotho.office@unfpa.orgshall be rejected.

1. This letter is not to be construed in any way as an offer to contract your firm.
2. UNFPA strongly encourages all Bidders to register on the United Nations Global Marketplace (<http://www.ungm.org>). The UNGM is the procurement portal of the United Nations system. By registering on UNGM, vendors become part of the database that UN buyers use when searching for suppliers. Vendors can also access all UN tenders online and, by subscribing to the Bid Tender Service, vendors can be automatically notified via e-mail 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: <http://www.ungm.org/Publications/UserManuals/Suppliers/UserManual_Supplier.pdf> or ls.one.un.org



**UNITED NATIONS POPULATION FUND**

**INVITATION TO BID**

**ITB NO.: UNFPA/LSO/2018/01**

**Bid document for the renovation of UNFPA office**

**28 June 2018**

**Table of Contents**

[SECTION I: Instructions to Bidders 5](#_Toc517368762)

[A. Introduction 5](#_Toc517368763)

[1. Scope of Work 5](#_Toc517368764)

[2. Eligible Bidders 5](#_Toc517368765)

[3. Fraud and Corruption 5](#_Toc517368766)

[B. Solicitation Documents 6](#_Toc517368767)

[4 UNFPA Solicitation document 6](#_Toc517368768)

[5 Clarifications of solicitation document 6](#_Toc517368769)

[6 Amendments to UNFPA bid solicitation document 6](#_Toc517368770)

[C. Preparation of Bids 7](#_Toc517368771)

[7 Documents to be submitted with the bid 7](#_Toc517368772)

[8 Bid Currency and Prices 8](#_Toc517368773)

[9 Validity of Bid 8](#_Toc517368774)

[D. Submission of Bids and Bid Opening 8](#_Toc517368775)

[10 Bids 8](#_Toc517368776)

[11 Partial Bids 9](#_Toc517368777)

[12 Alternative Bids 9](#_Toc517368778)

[13. Sealing and Marking of Bids (hard copies) 9](#_Toc517368779)

[14. Electronic Submissions 9](#_Toc517368780)

[15. Bid Submission Deadline/Late Bids 10](#_Toc517368781)

[16. Storage of Bids 10](#_Toc517368782)

[17. Bid Opening 11](#_Toc517368783)

[E. Evaluation and Comparison of Bids 11](#_Toc517368784)

[18. Confidentiality 11](#_Toc517368785)

[19. Clarification of Bids 11](#_Toc517368786)

[20. Responsiveness of bids 11](#_Toc517368787)

[21. Nonconformities, Errors, and Omissions 12](#_Toc517368788)

[22. Preliminary examination of Bids 12](#_Toc517368789)

[23. Examination of Terms and Conditions and Technical Evaluation 12](#_Toc517368790)

[24. Evaluation of Bids 12](#_Toc517368791)

[25. Conversion to Single Currency 13](#_Toc517368792)

[26. Comparison of Price Bids 13](#_Toc517368795)

[27. Post-qualification of the Bidder 13](#_Toc517368796)

[For non-manufacturer Bidders: 13](#_Toc517368797)

[28. UNFPA’s Right to Accept Any Bid and to Reject Any or All Bids 14](#_Toc517368798)

[29. UNFPA’s Right to Annul a Bidding Process 14](#_Toc517368799)

[F. Award of Contract 14](#_Toc517368800)

[30. Award Criteria 14](#_Toc517368801)

[31. Right to Vary Requirements at Time of Award 15](#_Toc517368802)

[32. Signing of the contract 15](#_Toc517368803)

[33. Publication of Contract Award 15](#_Toc517368804)

[SECTION II: Technical Specifications 16](#_Toc517368805)

[SECTION III: UNFPA General Conditions of Contract 17](#_Toc517368806)

[SECTION IV: UNFPA Special Conditions for Contract 18](#_Toc517368807)

[SECTION V: Bidding Forms 19](#_Toc517368808)

[1. Bid Confirmation Form 22](#_Toc517368809)

[2. Bid Submission Form 23](#_Toc517368810)

[3. Bidders Identification Form 24](#_Toc517368811)

4[. Price Schedule Form 27](#_Toc517368812)

[5. Checklist on UNFPA General Conditions of Contract 29](#_Toc517368813)

[6. Bank Guarantee for Advance Payment 30](#_Toc517368814)

[7. Performance Security 32](#_Toc517368815)

# 

# SECTION I: Instructions to Bidders

#### 

# Introduction

## Scope of Work

* 1. The services of renovating UNFPA Lesotho Country Office to be procured are as follows*:*

1. Dry wall partitioning: Erection of new walls: 100mm thick with steel stud frame clad with gypsum board both side and isoclave insulation in between the cladding boards, made with two coats paint on a smooth surface. Total area of wall to be erected **63.18 m2**
2. Aluminium glazing: **1. IG 1 item, 2. IG 1 item, 3. IG 1 item, 4. IG1 item, 5. IG 1 item, 6 IG 1 item**
3. Walls to be demolished: total area **63.18 m2**
4. Interior glazing: Aluminum frame structure complete aluminum hinge and handles to match the framewhile door schedule is semi-solid core flush door with preservative (vanish paint:
5. **Finishes schedule**
   * Carpeting: Nexus Berber point heavy wall to wall floor carpet glued to the floor with acrylic wonstick adhesive 234.5 m2.
   * Interior wall painting 166 m2.
   * Wall Paper – 126.36 m2
   * Plumbing: supply and installation of kitchen, sink, cupboards and handles.
   * Shelving: Fixed shelves to 1800mm height at 300mm Centre drop fixed with wall mounted brackets top with 16mm thick formica burga mohongany board: 1 item

## Eligible Bidders

* 1. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest if they are or have been associated in the past, with a firm that is black listed by the United Nations.
  2. Bidders shall not be eligible to submit a bid if at the time of bid submission:

1. The Bidder is listed as suspended on United Nations Global Marketplace (http://www.ungm.org) as a result of having committed fraudulent activities,
2. The Bidder’s name is mentioned in the [UN 1267 list](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml) 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;
3. The Bidder is debarred by the World Bank Group.

## Fraud and Corruption

* 1. UNFPA’s policy regarding fraud and corruption is available at <https://www.unfpa.org/about-procurement#FraudCorruption> and applies fully to this Invitation to Bid. The submission of any offer implies that the Bidder is aware of this policy.

# Solicitation Documents

## UNFPA Solicitation document

* 1. Bids Document Access: The bidding documents can be accessed on <https://ls.one.un.org/content/unct/lesotho/en/home/jobs.html>; <https://www.ungm.org> or hard copies may be collected at UN Lesotho Reception, 13 UN Road, UN House Box 301 Maseru Lesotho.
  2. Bidders are expected to examine all instructions, forms, specifications, terms and conditions contained within this UNFPA solicitation document. Failure to comply with these documents shall be at the Bidder’s risk and may affect the evaluation of the bids, or may result in the rejection of the bid.
  3. Bidders are cautioned to read the specifications carefully (see Section II Technical Specifications and Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer’s product. Bidders are encouraged to advise UNFPA if they disagree.
  4. The specifications are the minimum requirements for the products and related services. Products and services offered must meet or exceed all requirements herein. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

## Clarifications of solicitation document

* 1. A prospective Bidder requiring any clarification on the bid solicitation documents may notify UNFPA in writing no later than 13th July at 5:00 pm (Lesotho time). UNFPA shall respond in writing to any request for clarification received and circulate its response (including an explanation of the query but without identifying the source of enquiry) to all prospective Bidders who have received the bid solicitation documents. A copy of UNFPA’s answer and the minutes of the pre-bid meeting shall also be posted on the UN Global Marketplace, <http://www.ungm.org/> and the following other media outlets: Lesotho Times Newspaper and Public eye Newspaper.

## Amendments to UNFPA bid solicitation document

* 1. At any time prior to the deadline for submission of bids, 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 amendment.
  2. All prospective Bidders that have received the bidding documents shall be notified in writing of all the amendments to the bidding documents. In order to give prospective Bidders reasonable time to take the amendments into account in preparing their bids UNFPA may, at its discretion, extend the deadline for the submission of bids.

# Preparation of Bids

## Documents to be submitted with the bid

* 1. **Documents Establishing the Eligibility of the Bidder**

To establish their eligibility, Bidders shall:

1. Complete the Bid Submission Form, Section V, 2.
2. Complete Bidders Identification Form, Section V, 3.

* 1. **Documents Establishing the Qualifications of the Bidder**

To establish its qualifications, the Bidder shall submit to UNFPA’s satisfaction the following documents:

1. Evidence that the Bidder is established as a company and legally incorporated in the country where it resides; e.g. through provision of certification of incorporation or other documentary evidence (this is not required for companies already registered in national, regional or international Stock Exchanges);
2. Post qualification documentation outlined in Instructions to Bidders, Sub-Clause 27

Failure to furnish all the information required for submission shall be at the Bidder’s risk as it may then be determined that the bid does not substantially respond to the UNFPA bid document in every respect. This may result in a rejection of the bid.

* 1. **Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

Bidders shall submit:

1. Documentary evidence that the goods conform to the Technical Specifications and standards specified in Section II Technical Specifications and Schedule of Requirements.
2. Completed Product Item Overview Form, Section V, 4.
3. Company legal documents - Trader's license, VAT Clearance and Company Profile.
4. Bidders must complete and submit bill of quantities Form in Section V.4. Bidding Forms.
5. Product catalogues (relevant and completed works)
6. Manufacturer’s technical product specifications or datasheets
7. Copies of current certificates such as GMP/quality, FSC/CPP, manufacturer’s ISO certificate for the product, manufacturer’s CE certificate, USA 510k, Japan QS standard, etc., as stated in the Technical Specifications and Schedule of Requirements Section II.
8. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during [insert number of years] following commencement of the use of the goods by UNFPA. Bidders must complete and submit with their bid the Excel table containing the individual item details, as per Form in Section V.4. Bidding Forms.
9. Samples especially for carpets and wallpaper should be delivered to Monono Ramangoala-PA to Representative on or before 13 July 2018 at 12.00 noon (Lesotho time) to the attention of Monono Ramangoala-PA to Representative, 13 UN Road, UN House Box 301 Maseru Lesotho.

## Bid Currency and Prices

* 1. All prices shall be quoted in Lesotho Loti (LS).
  2. Where there is variation, the Bidder shall include an itemized list of the prices for those services.

## Validity of Bid

* 1. The prices of the bid shall be valid fo*r* 120 days after the closing date of bid submission as specified by UNFPA. A bid valid for a shorter period shall be rejected by UNFPA on the grounds that it is non-responsive.
  2. In exceptional circumstances, UNFPA may solicit the Bidder's consent for an extension of the period of validity under exceptional circumstances. The request and the responses shall be made in writing.

# Submission of Bids and Bid Opening

## Bids

* 1. Bids shall be submitted in one envelope or transmitted in an email to a secure email address designated by UNFPA no later than **27th July, 2018 at 12:00 noon (Lesotho Time).** Hard copy and electronic bids should be submitted by the deadline mentioned above. Bid hard copy should be deposited in a bid box placed at the UN Reception on the ground floor. Alternatively, electronic bids should be sent to lesotho.office@unfpa.org email. Bidders should register at UN Reception when they deliver their bids.
  2. Bids shall be prepared in accordance with Section II: Schedule of Requirements and Technical Specifications and shall include the requested documentation as per Instructions to Bidders Clause 7, and in in accordance with the Price Schedule Form in Section V, 5 of the bid forms.
  3. Bids shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder. In that case such corrections shall be initialled by the person or persons signing the bid.

## Partial Bids

* 1. Partial bids are not allowed under this tender*.* UNFPA reserves the right to select and accept a part or parts of any bid.

## Alternative Bids

* 1. Alternative bids will not be accepted. In the event of a supplier submitting more than one bid, the following shall apply:

1. All bids marked alternative bids will be rejected and only the base bid will be evaluated.
2. All bids will be rejected if no indication is provided as to which bids are alternative bids.

## Sealing and Marking of Bids (hard copies)

* 1. When submitting bids in hard copies the Bidder shall prepare one set of sealed bids containing the technical and price components.
  2. The envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late.”
  3. If the outer envelope is not sealed and marked as required, UNFPA shall assume no responsibility for the bid’s misplacement or premature opening.
  4. The outer envelope must be clearly marked with the following:

UNITED NATIONS POPULATION FUND (UNFPA)

1st floor UN House

*LESOTHO*

Invitation to Bid No. UNFPA/LSO/2018/01

Attention: Monono Ramangoala-PA to Representative

ONLY TO BE OPENED BY AUTHORISED UNFPA PERSONNEL

## Electronic Submissions

* 1. Bids may be submitted electronically. Please note the following guidelines for electronic submissions:
  2. Bidders shall make clear reference to the specific bid in the subject field as instructed, otherwise bids may be rejected. Clearly specify the following text in the subject line: ITB No. UNFPA/LSO/2018/01 Bidder’s Name.
  3. The bid shall be submitted to [lesotho.office@unfpa.org](mailto:lesotho.office@unfpa.org) or dropped in the Bid Box located at the UN Reception, Box 301 Maseru Lesotho. Bids received are kept undisclosed and shall not be opened before the scheduled opening date. Sending to any other email address will violate confidentiality and invalidate the bid.
  4. E-mail submission shall not exceed 10 MB, including the size of the cover email. It is recommended that all the bidding documents are consolidated into as few attachments as possible which shall be in commonly used file formats. If the bid consists of large electronic files, it is recommended to send these files separately before the deadline indicating the order of emails (email 1, email 2, etc.) after the bid reference number and the Bidder’s name in the subject line of each email.
  5. It shall be the Bidder’s responsibility to ensure that bids sent by e-mail are received by the deadline. All Bidders shall receive an auto-reply acknowledging the receipt of their email. Bidders shall not receive responses to questions sent [lesotho.office@unfpa.org](mailto:lesotho.office@unfpa.org) since it is a secure mailbox.
  6. In order to avoid last minute internet congestion it is recommended to send your bid as early as possible before the deadline.

## Bid Submission Deadline/Late Bids

* 1. Bid must be delivered to the office on or before the date and time specified in the introductory letter of this solicitation document. If any doubt exists as to the time zone in which the bid should be submitted please refer to [www.timeanddate.com/worldclock](http://www.timeanddate.com/worldclock), or contact the bid focal point.
  2. UNFPA may, under special and exceptional circumstances, extend the bid submission deadline and such changes shall be notified in UNGM before the expiration of the original period.
  3. Any bid received by UNFPA after the bid submission deadline shall be rejected and returned unopened to the Bidder. UNFPA shall not be legally responsible for bids that arrived late due to the Bidder’s problems with transmission of bid submissions via email and/or with the courier company.

## Storage of Bids

* 1. Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in the UNFPA’s solicitation document. No responsibility shall be attached to UNFPA for prematurely opening an improperly addressed and/or identified bid.

## Bid Opening

* 1. Bids received electronically by the required deadline will be printed and a copy of the bids will be put in a sealed envelope that will be opened at the time and date specified in the bid document. Only the last received bid will be opened if multiple bids are sent by a same Bidder.
  2. The bids shall be opened at the time and place specified in the ITB and an immediate record made thereof.
  3. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.

# Evaluation and Comparison of Bids

## Confidentiality

* 1. 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 persons not officially concerned with such process until the contract award is published.
  2. 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.

## Clarification of Bids

* 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.

## Responsiveness of bids

* 1. UNFPA’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.
  2. A substantially responsive bid is one that 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:

1. affects in any substantial way the scope, quality, or performance of the goods and related services specified in the contract; or
2. limits in any substantial way, inconsistent with the bidding documents, UNFPA’s rights or the Bidder’s obligations under the contract; or
3. if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

## Nonconformities, Errors, and Omissions

* 1. Provided that a bid is substantially responsive:

1. UNFPA may waive any non-conformities or omissions in the bid that do not constitute a material deviation.
2. UNFPA may request that the Bidder 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.
3. UNFPA shall correct arithmetical errors on the following basis:

* 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;
* if there is a discrepancy between words and figures, the amount in words shall prevail;
* if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

## Preliminary examination of Bids

* 1. UNFPA shall examine the bids to determine whether they are complete, that all documents and technical documentation requested as per Instructions to Bidders Clause 7 have been provided and to determine the completeness of each document submitted. UNFPA will also examine whether any computational errors have been made, whether the documents are properly signed, and whether the bids are generally in order.

## Examination of Terms and Conditions and Technical Evaluation

* 1. UNFPA shall examine the bid to confirm that it does not contain any material deviations, reservation, or omission related to the conditions and requirements specified in the Section II Technical Specifications and Schedule of Requirements, Section III UNFPA General Conditions of Contract and Section IV UNFPA Special Conditions for Contracts.
  2. If after the examination of the terms and conditions and the technical evaluation UNFPA determines that the bid is not substantially responsive in accordance with Instructions to Bidders Clause 21, the bid shall be rejected.

## Evaluation of Bids

* 1. UNFPA shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

## Conversion to Single Currency

* 1. To facilitate evaluation and comparison, UNFPA will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to US dollars at the official UN exchange rate on the last day for submission of bids.

## Comparison of Price Bids

* 1. UNFPA shall compare all substantially responsive bids to determine the lowest priced and substantially responsive bid.

## Post-qualification of the Bidder

* 1. UNFPA shall determine to its satisfaction whether the Bidder with the lowest priced, substantially responsive bid is qualified to perform the contract satisfactorily.
  2. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted in the bid.
  3. To evaluate a Bid, UNFPA shall consider the following:

* Copy of last year audited company Balance and Financial Statements
* Copy of valid company registration in the country of operation demonstrating that is duly authorized to supply these service to the country of destination
* Financial Capability:
  1. Liquidity ratio: Current ratio (Current Assets/ Current Liabilities)
  2. Provide contact details of commercial banks and names of contact persons from whom UNFPA could seek feedback.
* Experience and Technical Capacity:
  1. Details of experience and past performance of the Bidder on equipment offered and on those of similar nature within the past five years
  2. The Bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the Bidder and the manufacturers whose products are being offered by the Bidder, in the last five years. Such adverse actions may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions, this must be clearly indicated in the Bidder’s bid.

## For non-manufacturer Bidders:

1. Legally enforceable authorization from the manufacturer assuring full guarantee and warranty obligations as per the tender conditions for the goods offered; and
2. The Bidder, as authorized by the manufacturers, has supplied and provided after sales service for similar goods to the extent of at least 20 percent of the quantities indicated in the tender requirements in any one of the last three years, and the goods must be in satisfactory operation.
   1. Notwithstanding anything stated above, UNFPA reserves the right to assess the Bidder’s capabilities and capacity to execute the contract satisfactorily before deciding on award.
   2. 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 record of poor performance such as, not properly completing contracts, inordinate delays in completion, litigation history, financial failures, etc.

## UNFPA’s Right to Accept Any Bid and to Reject Any or All Bids

* 1. A bid that is rejected by UNFPA may not be made responsive by the Bidder by correction of the non-conformity. A responsive bid is defined as one which conforms to all the terms and conditions of the UNFPA’s bid solicitation documents without material deviations. UNFPA shall determine the responsiveness of each bid against the UNFPA solicitation documents.
  2. UNFPA reserves the right to reject any bid if a Bidder has previously failed to perform properly or complete on time in accordance with contracts or the Bidder who in UNFPA’s perspective is not in a position to perform the contract.
  3. The Bidders waive all rights to appeal against the decision made by UNFPA.

## UNFPA’s Right to Annul a Bidding Process

* 1. UNFPA reserves the right to annul the bidding process and reject all bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for UNFPA’s action.

# Award of Contract

## Award Criteria

* 1. In the event of a contract award, UNFPA shall award the Contract to the lowest priced Bidder(s) whose bid has been determined to be substantially responsive with the bidding documents
  2. If required, the Bidder shall permit UNFPA representatives access to their facilities at any reasonable time to inspect the premises that shall be used for the production, testing and packaging of the products. The Bidder shall also provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary. UNFPA may inspect the manufacturing facilities of the lowest evaluated responsive Bidder to assess his capability to successfully perform the contract as per the terms and conditions specified in the ITB.
  3. UNFPA reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNFPA, the lowest Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNFPA’s best interest to do so. Any arrangement under this condition shall be made on the basis of the lowest, second lowest, third lowest, etc., bid which meets the requirements.

## Right to Vary Requirements at Time of Award

* 1. UNFPA reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of goods specified in this bid without any change in unit price or other terms and conditions.

## Signing of the contract

* 1. Prior to the expiration of the period of bid validity, UNFPA shall send the successful Bidder the Contract which constitute the notification of award. The successful Bidder shall sign, date the contract and return it to UNFPA within 10 days of receipt of the contract. After receipt of the contract, the successful Bidder shall deliver the commodities in accordance with the quantity, quality and delivery schedule outlined in its bid in conjunction with UNFPA terms and conditions.

## Publication of Contract Award

* 1. UNFPA shall publish the contract award through vendor's email or on United Nations Global Marketplace <http://www.ungm.org>, with the information of the awarded Bidder company name, contract amount or LTA and the date of the contract.

Suppliers perceiving that they have been unjustly treated in connection with the solicitation or award of a contract may lodge a complaint directly with the UNFPA Lesotho Head of Office at [ehsan@unfpa.org](mailto:ehsan@unfpa.org). The UNFPA Head of Office will then make an assessment of the complaint and provide a reply to the supplier within a week. If the supplier is not satisfied with the reply provided by the UNFPA Head of Office, the supplier may escalate the complaint to the Chief, Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org), who will reply to the supplier within a week and advise the Supplier on further recourse if required.

# SECTION II: Technical Specifications

**2.1 Technical Specifications**

|  |  |
| --- | --- |
| Description and specifications | |
| **Dry wall partitioning**  -Demolish existing drywall, Aluminum and disposal: **63.18 m2**  -Erection of new walls: 100mm thick with steel stud frame clad with gypsum board both side and isoclave insulation in between the cladding boards, made with two coats paint on a smooth surface Area: **63.18 m2**  New wall paper **126.36 m2** | |
| **Flooring**  Carpeting: Nexus Berber point heavy wall to wall floor carpet glued to the floor with acrylic wonstick adhesive **234.5** **m2** | |
| **Interior Finishes**  Shelving: Fixed shelves to 1800mm height at 300mm Centre drop fixed with wall mounted brackets top with 16mm thick formica burga mohongany board. 1 item  Interior wall painting: Dulux shin paint **166 m2**  1 Door: semi-solid core flush door with preservative (vanish paint). | |
| **Interior glazing and door schedule: Aluminum frame structure complete aluminum hinge and handles to match the frame.** | |
| IG 1 | 1 item |
| IG 2 | 1 item |
| IG 3 | 1 item |
| IG 4 | 1 item |
| IG 5 | 1 item |
| IG 6 | 1 item |
| Supply and installation of kitchen sink, cupboards and handles. 1 item | |

# 

# 

# SECTION III: UNFPA General Conditions of Contract

The General Conditions of Contract can be found at:

https://www.unfpa.org/sites/default/files/resource-pdf/UNFPA%20General%20Conditions%20-%20De%20Minimis%20Contracts%20EN.pdf

# SECTION IV: UNFPA Special Conditions for Contract

|  |  |
| --- | --- |
| **WARRANTY** | The warranty period shall be 12 months on workmanship associated matters and the warranty period on the spare parts provided must be the same as what is provided by the respective manufacturers. |
| **GOODS AND SERVICES DEFINED** | 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 which the Supplier is required to supply under the Purchase Order.  Services are to include design, installation and commissioning, training services, technical assistance and warranty services as required to supply in the Purchase Order. |
| **TRANSPORTATION AND FREIGHT** | Responsibility for transportation of the Goods shall be as specified in the INCOTERMS. |
| **PAYMENT INSTRUCTIONS** | The advance payment will be 30 % (Thirty) of the Initial Contract Price against an Advance Payment Guarantee deductible from payments due to contractor in equal percentage between 21% to 70% completion so that advance payment is fully recovered at 70% completion. However payment shall be done on tranches based on percentages and volume of the completed work as shall be measured and certified by the UNFPA Consultant Engineer. 5% retention fee is applicable for a period of Four Months after practical completion of the works. |
| **LIQUATED**  **DAMAGES** | In the event of a Contract being issued and in case the Vendor fails to  deliver all the goods by the date or dates of delivery specified in the  Purchase Order, UNFPA reserves the rights to claim liquidated damages from the Vendor and deduct 1% of the value of the goods 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 Long Term Agreement or Purchase Order. |
| **PERFORMANCE**  **BOND** | The contractor shall submit a performance bond of 10% of the contract value. Failure by the contractor to execute the contract, the employer shall terminate the contract. A bank located in the Lesotho shall issue the Performance Bond. |
| DEFECTS LIABILITY | The Defects Liability Period is Four Months. The maximum period for correcting a defect is two weeks effective from the date of notification. |

# SECTION V: Bidding 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/**  **NOT APPLICABLE** | **REMARKS** |
| Have you noted the bid closing deadline? | Cover letter, #5 |  |  |
| Have you read and understood all of the Instructions to Bidders in Section I of the bidding documents? | Section I |  |  |
| Have you reviewed and agreed to the UNFPA General Conditions of Contract? | Section III |  |  |
| Have you reviewed and agreed to the UNFPA Special Conditions for Contracts? | Section IV |  |  |
| Have you completed the Bid Confirmation Form? | Section V, 1 |  |  |
| Have you completed the Bid Submission Form? | Section V, 2 |  |  |
| Have you completed the Bidder’s Identification Form? | Section V, 3 |  |  |
| Have you completed the Product Item Overview Form? | Section V, 4 |  |  |
| Have you completed and signed the Price Schedule Form? | Section V, 5 |  |  |
| Have you reviewed all of the relevant contract form(s)? | Section VI |  |  |
| Have you provided evidence that your firm is established as a company and legally incorporated in the country where it resides? | Section I, Sub-Clause 7.2, a |  |  |
| Have you prepared a copy of your valid manufacturing license from the country of manufacturing? | Section I, Sub-Clause 7.2, b. |  |  |
| Have you provided written confirmation that your company is neither suspended by the United Nations system nor debarred by the World Bank Group? | Section I, Sub-Clause 2.4 |  |  |
| Have you prepared documentary evidence that the goods conform to the technical specifications and standards specified in Section II Technical Specifications and Schedule of Requirements? | Section I, Sub-Clause 7.3, a. |  |  |
| Have you prepared product catalogues containing pictures of the product(s)? | Section I, Sub-Clause 7.3, c. |  |  |
| Have you prepared the manufacturer’s technical product specifications or data sheets? | Section I, Sub-Clause 7.3, d. |  |  |
| Have you provided the results of any testing carried out on the products? | Section I, Sub-Clause 7.3, a. |  |  |
| Have you provided any copies of current certificates such as GMP/Quality, FSC/CPP, manufacturer’s ISO certificate for the product, manufacturer’s CE certificate, USA510k, Japan QS standard, etc. as stated in the Technical Specifications and Schedule of Requirements, in Section II? | Section I, Sub-Clause 7.3, f. |  |  |
| Have you provided a copy of the valid authorization letter issued by the manufacturer for each product, if you are not the manufacturer? | Section I, Sub-Clause 7.3, g. |  |  |
| Have you furnished a list of full particulars, regarding the available sources and current prices of space parts, special tools, etc., necessary for the proper and continuing functions of the goods within the Product Item Overview Form, Section V, 5? | Section I, Sub-Clause7.3, h. |  |  |
| Have you sealed and marked the bids according to Instructions to Bidders Clause 13 (hard copy bids) or Clause 14 (electronic bids)? | Section I, Sub-Clause 13 & 14 |  |  |
| If submitted electronically, is the file size of the bid less than 10MB? (If the file size is above 10MB, refer to Instructions to Bidders Sub-Clause 14.4) | Section I, Sub-Clause 14.4 |  |  |
| Have you prepared a copy of the previous year’s audited company Balance and Financial Statements? | Section I, Sub-Clause 27.3 |  |  |
| For non-manufacturer Bidders: Have you provided a legally enforceable authorization from the manufacturer, assuring full guarantee and warranty obligations as per the tender conditions for the goods offered? | Section I, Sub-Clause 27.3, a. |  |  |
| Have you provided evidence that you, as authorized by the manufacturers, have supplied and provided after sales service for similar goods to the extent of at least 20 percent of the quantities indicated in the tender requirements in any one of the last three years, and that the goods are in satisfactory operation? | Section I, Sub-Clause 27.3, b. |  |  |

# 1. Bid Confirmation Form

|  |  |  |
| --- | --- | --- |
|  |  | Date: |
| To: | UNFPA | Fax/email: |
| From: |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Subject: | ITB No.: UNFPA*/LSO/2018/01* | |

YES, we intend to submit a bid.

NO, we are unable to submit a bid in response to the above mentioned Invitation to Bid due to the following reason(s):

( ) The requested products and services are not within our range of supply

( ) We are unable to submit a competitive bid for the requested products at the moment

( ) The requested products are not available at the moment

( ) We cannot meet the requested specifications

( ) We cannot offer the requested type of packing

( ) We can only offer FCA prices

( ) The information provided for quotation purposes is insufficient

( ) Your ITB is too complicated

( ) Insufficient time is allowed to prepare a quotation

( ) We cannot meet the delivery requirements

( ) We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.)

( ) We do not export

( ) Our production capacity is currently full

( ) 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)

Please confirm one of the following two options:

( ) We would like to receive future ITBs for this type of goods

( ) We don’t want to receive ITBs for this type of goods

If UNFPA has questions to the Bidder concerning this NO BID, UNFPA should contact Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, phone/email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who will be able to assist.

# 2. Bid Submission Form

**Date:**

**ITB No.:** UNFPA/LSO/2018/01

To: UNFPA

Dear Sir / Madam,

We the Undersigned have examined and have no reservations to the Bidding Documents No. UNFPA/LSO/2018/01 and amendments. We hereby offer to supply, in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements, the following services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

which are subject to UNFPA General Conditions of Contract and other terms and conditions specified in the document.

We agree to abide by this bid for a period of *120 days* days from the date fixed for opening of bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We, including any subcontractors or suppliers for any part of the contract, have nationality from countries

We have no conflict of interest in accordance with Instructions to Bidders Sub-Clause 2.1;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—have not been declared ineligible by UNFPA, in accordance with Instructions to Bidders Sub-Clause 2.2;

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Dated on .............day of ...................................... [*year*].

|  |  |
| --- | --- |
| Signature: | ……………………………………………………………… |
| In the capacity of: | ……………………………………………………………… |
| Name: | ……………………………………………………………… |
| Company: | ………………………………………………………… |

# 3. Bidders Identification Form

Bid No. UNFPA/LSO/2018/01

1. **Organization**

|  |  |
| --- | --- |
| 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 (please 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 in the region (please indicate names of subsidiaries and addresses, if relevant to the bid) |  |
| Commercial Representatives in the country: Name/Address/Phone (for international companies only) |  |

1. **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) |  |

1. **Expertise of Staff**

|  |  |
| --- | --- |
| Total number of staff |  |
| Number of staff involved in similar supply contracts |  |

1. **Client Reference List**

Please provide references of main client details.

|  |  |  |  |
| --- | --- | --- | --- |
| Name of company | Contact person | Telephone | E-mail |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |

1. **Contact details of persons that UNFPA may contact for requests for clarification during bid evaluation**

|  |  |
| --- | --- |
| Name/Surname |  |
| Telephone Number (direct) |  |
| Email address (direct) |  |

P.S.: This person must be available during the next two weeks following receipt of bid

# 4. Price Schedule Form

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **BIDDER’S PRICES FOR SERVICES (Price & Currency to be entered by Bidder):** | | | | | | |
| ITEM/LOT | DESCRIPTION OF THE SERVICES | | COUNTRY OF ORIGIN | QUANTITY AND PHYSICAL UNIT (a) | UNIT PRICE  (b) | TOTAL PRICE PER SERVICE  (a)x(b) |
| 1. | Demolish existing drywall and disposal | | Lesotho | 63.18- **m2** |  |  |
| 2. | Erection of new walls | | Lesotho | 63.18 - **m2** |  |  |
| 3. | Wall paper | | Lesotho | 126.36 **m2** |  |  |
| 4. | Carpeting | | Lesotho | 234.5 **m2** |  |  |
| 5. | Shelving | | Lesotho | 1 Item |  |  |
| 6. | Interior wall painting | | Lesotho | 166 **m2** |  |  |
| 7. | Door | | Lesotho | 1 Item |  |  |
|  |  | IG 1 | Lesotho | 1 Item |  |  |
| IG 2 | Lesotho | 1 Item |
| IG 3 | Lesotho | 1 Item |
| IG 4 | Lesotho | 1 Item |
| IG 5 | Lesotho | 1 Item |
| IG 6 | Lesotho | 1 Item |

|  |  |
| --- | --- |
| **BIDDER'S SIGNATURE AND CONFIRMATION OF THE ITB** | |
| PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNFPA **WITHIN THE REQUIRED BID VALIDITY PERIOD**, THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE. | |
| *Exact name and address of company*  COMPANY NAME  ADDRESS    PHONE NO. FAX NO.  EMAIL ADDRESS OF CONTACT PERSON  OTHER EMAIL ADDRESSES | **AUTHORIZED SIGNATURE** **DATE**    NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT)    FUNCTIONAL TITLE OF SIGNATORY  **WEB SITE** |

**5. Checklist on UNFPA General Conditions of Contract**

Complete and submit this document as part of the Technical Proposal.

|  |  |
| --- | --- |
| Criterion | Response from the Bidder |
| Bidder reviewed the original ITB UNFPA/LSO/2018/01 including all annexes, any subsequent revisions and all the answers to the questions received from prospective Bidders in full before submitting the Technical and Financial Bids? |  |
| Bidder fully agrees with all the Terms and Conditions given in the ITB UNFPA/LSO/2018/01including Annexes, the subsequent revisions and the clarifications provided through the answers to the questions received from prospective Bidders? |  |

|  |  |
| --- | --- |
| The original Term/ Condition as per ITB UNFPA/LSO/2018/01 and the subsequent revisions. | Proposed deviation, if any, by the bidder |
|  |  |
|  |  |
|  |  |

Special Note: If your firm proposes any deviations from the terms and conditions stipulated on the ITB document all such should be summarized using this form. Such proposals should not be indicated within the main body or any other part of your proposal. Please be advised that if the proposed modifications are not acceptable to UNFPA, UNFPA reserves the right to reject the bid.

Signature of Bidder ………………………………………..

Name and title …………………………………………….

Name of the company: ………………………………………………….

# Bank Guarantee for Advance Payment

[Insert the following text if advance payments will not be applicable; *if this option is selected delete, the text corresponding to advance payment* No advance payment shall be requested.

[Insert the following text if advance payments will be applicable; *if this option is selected, delete the text corresponding to no advance payments*] 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/LSO/2018/01

*[bank’s letterhead]*

**Beneficiary:** *United Nations Population Fund and 13 UN Road, UN House Box 301 Maseru Lesotho.*

**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)[[1]](#footnote-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[[2]](#footnote-3)].*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s) of authorized representative(s) of the bank]*

# Performance Security

[Insert the following text if performance securities will be applicable; *if this option is selected, delete the text corresponding to no performance securities*] 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/LSO/2018/01

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

**Beneficiary:** *United Nations Population Fund and 13 UN Road, UN House Box 301 Maseru Lesotho.*

**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)[[3]](#footnote-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]*,*[[4]](#footnote-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]*

1. *The bank shall insert the amount(s), either in the currency(ies) of the contract or a freely-convertible currency acceptable to UNFPA.* [↑](#footnote-ref-2)
2. *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.”* [↑](#footnote-ref-3)
3. *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.* [↑](#footnote-ref-4)
4. *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.”* [↑](#footnote-ref-5)