**Request for Offer**

**Insert Title of Requirements**

**Instructions to Procurement Officer**

[PLEASE DELETE THE HIGHLIGHTED TEXT BEFORE FINALISING THE RFO]

1. The Request for Offer (RFO) template is for solicitation where direct contracting or waiver of competitive bidding has been properly justified and approved according to the Financial Rules and Regulations and procurement policies and procedures of the organisation.

2. The RFO should be prepared by completing the relevant fields throughout the document. These fields can be check boxes, free text fields or drop-down boxes. By clicking in the field, a pop-up will explain what should be included.

3. Throughout the document instructions are provided in yellow highlighted text. These instructions should be deleted once the RFO has been completed. As should this page.

4. Content in Section 2: Instruction to Offer must not be changed by the procurement officer as specific instructions to bidders applicable to this RFO shall be inserted in Section 3: Data Sheet.

5. Section 4: Schedule of Requirements must be adjusted to meet the specific requirements of the RFO except the Sustainable Procurement criteria, which is a mandatory requirement to be assessed as part of the evaluation process.   Guidance on defining requirements can be found in Section 5.2 of the [UN Practitioner’s Handbook](https://www.ungm.org/Shared/KnowledgeCenter/Pages/PPH2).

# SECTION 1: LETTER OF INVITATION

United Nations Development Programme hereinafter referred to as UNDP hereby invites you to submit an offer in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Request for Offer (RFO).

Your offer is subject to the instructions provided in this letter and other such provisions, specifications and requirements as attached or incorporated herein by reference collectively called “Solicitation documents”. Solicitation documents hereunder include:

Section 1: This Letter of Invitation

Section 2: Instructions to Offer

Section 3: Data Sheet

Section 4: Schedule of Requirements

Section 5: Conditions of Contract and Contract Forms

Section 6: Offer Forms

* Form A: Checklist
* Form B: Offer Submission
* Form C: Offeror Information
* Form D: Joint Venture/Consortium/Association Information
* Form E: Eligibility and Qualification
* Form F: Technical Offer
* Form G: Price Schedule

Please prepare your offer in accordance with the requirements and procedure as set out in this negotiation RFO and submit it by the deadline for submission of bids set out in this document and in the supplier portal.

Should you require further clarifications, kindly communicate using the messaging functionality in the system. Offers must be submitted directly in the system following this link: <http://supplier.quantum.partneragencies.org/> using the profile you have in the portal.

We look forward to receiving your offer.

# SECTION 2: INSTRUCTIONS TO OFFER

|  |
| --- |
| GENERAL  |
| Scope  | The offeror is invited to submit an offer for the Click or tap here to enter text. specified in Section 4: Schedule of Requirements, in accordance with this Request for Offer (RFO). A summary of the scope of the offer is included in Section 3: Data Sheet.The offeror shall adhere to all the requirements of this RFO, including any amendment made in writing by UNDP. This RFO is conducted in accordance with Policies and Procedures of UNDP which can be accessed at [UNDP Procurement Policies and Procedures](https://popp.undp.org/procurement)  |
| Interpretation of the RFO | Any offer submitted by the offeror and does not constitute or imply the acceptance of the offer by UNDP. UNDP is under no obligation to award a contract to the offeror as a result of this RFO. |
| Supplier Code of Conduct, Fraud, Corruption, Gifts and Hospitality | The offeror must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes **principles on labour, human rights, environment and ethical conduct** may be may be found at: <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>Moreover, the offeror should note that certain provisions of the Code of Conduct will be binding on the offeror in the event that the offeror is awarded a contract, pursuant to the terms and conditions of any such contract. The offeror must acknowledge that UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices. In pursuance of this policy, UNDP:Shall reject an offer if it determines that the offeror has engaged in any corrupt or fraudulent practices in competing for the contract in question;Further to the UNDP’s vendor sanctions policy, shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. |
| Eligibility | The offeror shall have legal capacity to enter into a binding contract with UNDP. An offeror, and all parties constituting the offeror, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. An offeror shall be deemed to have the nationality of a country if the offeror it is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.An offeror found to have a conflict of interest shall be disqualified. An offeror may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UNDP to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process.An offeror shall not be eligible to submit an offer if at the time of submission: is included in the Ineligibility List, hosted by [UNGM](https://www.ungm.org/), that aggregates information disclosed by Agencies, Funds or Programs of the UN System;is included in the [Consolidated United Nations Security Council Sanctions List](https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list), including the [UN Security Council Resolution 1267/1989 list;](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list)is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](https://www.worldbank.org/en/about/corporate-procurement/business-opportunities/non-responsible-vendors) and [World Bank Listing of Ineligible Firms and Individuals](http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984). |
| Eligible goods, works and services | All goods, works and/or services to be supplied under the contract shall have their origin in any country with the exception of the countries, if any, listed in Section 3: Data Sheet**,** and all expenditures made under the contract will be limited to such goods, works and services. For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.The origin of goods, works and services is distinct from the nationality of the offeror. |
| Proprietary information | The RFO documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by UNDP are issued solely for the purpose of enabling an offer to be completed and may not be used for any other purpose. The RFO documents and any additional information provided to offerors shall remain the property of UNDP. All documents which may form part of the offer will become the property of UNDP, who will not be required to return them to your firm. |
| Publicity | During the RFO process, the offeror is not permitted to create any publicity in connection with the RFO. |
| SOLICITATION DOCUMENTS |
| Clarification of solicitation documents | The contact person for clarification of the solicitation documents is specified in Section 3: Data Sheet. |
| Amendment of solicitation documents | At any time prior to the deadline for submission, UNDP may for any reason, modify the RFO in the form of an amendment to the RFO. Amendments will be sent directly to the offeror.If the amendment is substantial, UNDP may extend the deadline for submission to give the offeror reasonable time to incorporate the amendment into their offer. |
| PREPARATION OF OFFER |
| Cost of preparation of offer | The offeror shall bear all costs related to the preparation and/or submission of the offer, regardless of whether the offer is accepted or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| Language | The offer, as well as any and all related correspondence exchanged by the offeror and UNDP, shall be written in the language(s) specified in Section 3: Data Sheet. |
| Documents comprising the offer | The offer shall comprise of the following documents and related forms which details are provided in Section 3: Data Sheet:a) Documents establishing the eligibility and qualifications of the offer;b) Technical offerc) Price Schedulee) Advance Payment Guarantee (if required)f) Performance Security (if required) |
| Documents establishing eligibility and qualifications of the offeror | The offeror shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 6 and providing documents required in those forms. In order to award a contract to an offeror, its qualifications must be documented to UNDP’s satisfaction. |
| Technical offer | The offeror is required to submit a technical offer using the form provided in Section 6 and taking into consideration the requirements in the RFO. |
| Price Schedule | The Price Schedule shall be prepared using the form provided in Section 6 and taking into consideration the requirements in the RFO.The prices and discounts quoted by the offeror shall conform to the requirements specified below.* All items must be listed and priced separately.
* The price to be quoted shall be the total price of the offer, excluding any discounts offered.
* The offeror shall quote any unconditional discounts and indicate the method for their application.
* The INCOTERM shall be governed by the rules prescribed in the 2010 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination is specified in Section 4: Schedule of Requirements.
* Prices quoted by the offeror shall be fixed during the offeror’s performance of the contract and not subject to variation on any account, unless otherwise specified in Section 3: Data Sheet. An offer submitted with an adjustable price shall be treated as non-compliant and shall be rejected. However, if in accordance with Section 3: Data Sheet, prices quoted by the offeror shall be subject to adjustment during the performance of the Contract, an offer submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
 |
| Currencies | All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. If the offer is quoted in a different currency: * UNDP will convert the currency quoted in the offer into the UNDP’s preferred currency, in accordance with the prevailing UN Operational Rate of Exchange on Click or tap here to enter text.; and
* UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above.
 |
| Duties and taxes | Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All offers shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in Section 3: Data Sheet. |
| Offer validity period  | The offer shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission. During the offer validity period, the offeror shall maintain its original offer without any change, including the availability of the Key Personnel, the proposed rates and the total price. |
| Joint Venture, Consortium or Association | If the offeror is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for offer, each such legal entity will confirm in their joint offer that: * they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised Agreement among the legal entities, which will be submitted along with the offer; and
* if they are awarded the contract, the contract shall be entered into by and between UNDP and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.

After the deadline for submission of offer, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP. If a JV, Consortium or Association’s offer is accepted, UNDP will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFO, both in the offer and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:* Those that were undertaken together by the JV, Consortium or Association; and
* Those that were undertaken by the individual entities of the JV, Consortium or Association.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm. |
| Errors or omissions | The offeror shall immediately notify UNDP in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFO, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.Offerors shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults. |
| Offerors responsibility to inform themselves  | Offerors shall be responsible for informing themselves in preparing their offer. In this regard, offerors shall ensure that they: * examine and fully inform themselves in relation to all aspects of the RFO, including the Contract and all other documents included or referred to in this RFO;
* review the RFO to ensure that they have a complete copy of all documents;
* obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry;
* verify all relevant representations, statements and information, including those contained or referred to in the RFO or made orally during any clarification meeting or site Inspection or any discussion with UNDP, its employees or agents;
* attend any Pre-offer conference or site inspection if it is mandatory under this RFO;
* fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods, works and/or services; and
* form their own assessment of the nature and extent of the goods, works and /or services required as included in Section 4: Schedule of Requirements and properly account for all requirements in their offer.

Offerors acknowledge that UNDP, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFO or any other information provided to the offeror. |
| No material change(s) in circumstances | The offeror shall inform UNDP of any change(s) of circumstances arising during the RFO process, including but not limited to: * a change affecting any declaration, accreditation, license or approval;
* major re-organisational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the offeror or its major sub-contractors;
* a change to any information on which UNDP may rely in assessing the offer.
 |
| SUBMISSION OF OFFERS |
| Instruction for submission of offer | The offeror shall submit a duly signed and complete offer comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Offer. The offer shall be delivered according to the method specified in Section 3: Data Sheet.The offer shall be signed by the offeror or person(s) duly authorized to commit the offeror. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the offering entity, or, if requested, a Power of Attorney, accompanying the offer. Offerors must be aware that the mere act of submission of an offer, in and of itself, implies that the offeror fully accepts the UNDP’s General Conditions of Contract. |
| Deadline for submission of offer | The complete offer must be received by UNDP in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to <http://www.timeanddate.com/worldclock/>. |
| EVALUATION OF OFFERS |
| Evaluation of offers | UNDP shall evaluate the offer using the following criteria: * Compliance with the UNDP General Conditions of Contract.
* Factors which determine technical and financial capacities of the offeror, supply experience and offeror’s eligibility.
* Compliance with the technical specifications and other requirements stipulated in the solicitation documents.
* Quality of the offered goods, works and/or services and their conformity to national/international standards.
* Compliance with delivery requirements (delivery terms; delivery time).
* Price (value for money).
 |
| Clarification of offer | UNDP may request clarification or further information in writing from the offeror at any time during the evaluation process. The offeror’s responses shall not contain any changes regarding the substance or price of the offer, except to confirm the correction of arithmetic errors discovered by UNDP in the evaluation of the offer, in accordance with Instructions to Offer Article 20 (Errors or omissions).UNDP may use such information in interpreting and evaluating the relevant offer but is under no obligation to take it into account. |
| Deviations | Minor deviations from the specifications and/or any other requirements of this RFO may be considered. **Any deviation from the technical specifications and/or any other requirements of this RFO must be disclosed by the Offeror in writing.** |
| Right to accept or reject any offer | UNDP reserves the right to accept or reject any offer, and/or annul the solicitation process at any time prior to contract award, without thereby incurring any liability to the affected offeror, any costs associated with the offeror’s preparation and submission of the offer, or any obligation to provide information on the grounds for the action. |
| Samples | Where required as per Section 4: Schedule of Requirements, free, non-returnable samples shall be provided by the offer submission deadline for evaluation and testing by UNDP or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to UNDP are non-returnable, unless otherwise stated. Samples should be marked with the RFO number. |
| AWARD OF CONTRACT |
| Right to negotiate |  UNDP reserves the right to conduct negotiations with the offeror recommended for award on the content of their offer. |
| Right to vary requirement at time of award | At the time the Contract is awarded, UNDP reserves the right to increase or decrease the quantity of goods, works and/or services originally specified in Section 4: Schedule of Requirements, provided this does not exceed the percentages specified in Section 3: Data Sheet, and without any change in the unit prices or other terms and conditions of the offer and the solicitation document.  |
| Notification of award | Prior to the expiration of the period of offer validity, Click or tap here to enter text. will notify the offeror in writing by email, fax or post, whether it’s offer has been accepted. Please note that if the offer is accepted, the offeror, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract. |
| Publication of Contract Award | UNDP will publish the contract award on United Nations Global Marketplace <http://www.ungm.org>, with the RFO reference number and information of the awarded company name, contract amount or LTA and the date of the contract.  |
| Performance security | In case of contract award, the offeror, if so specified in Section 3: Data Sheetshall furnish a performance security in the amount and form specified herein: <https://view.officeapps.live.com/op/embed.aspx?src=https://popp.undp.org/sites/g/files/zskgke421/files/PSU_Solicitation_Performance%20Guarantee%20Form.docx>within the specified number of days after receipt of the contract from UNDP. Banks issuing performance securities must be acceptable to the UNDP comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank.Failure to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award.  |
| Bank guarantee for advance payment | Except when the interests of UNDP so require, it is UNDP’s standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the proposer shall submit a Bank Guarantee in the full amount of the advance payment using this bank guarantee form available at : <https://view.officeapps.live.com/op/embed.aspx?src=https://popp.undp.org/sites/g/files/zskgke421/files/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx>Banks issuing bank guarantees must be acceptable to the UNDP comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. |
| Liquidated Damages | If specified in Section 3: Data Sheet, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor’s delays or breach of its obligations as per the Contract. |
| Vendor protest | Any vendor that believes to have been unjustly treated in connection with a solicitation process or any contract that may be awarded as a result of such process may submit a complaint to UNDP.The following link provides further details regarding UNDP vendor protest procedures: <http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html> |
| Other Provisions | In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence. The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <https://procurement-notices.undp.org/view_file.cfm?doc_id=320258> |

# SECTION 3: DATA SHEET

The following specific data shall complement, supplement or amend the Provisions in Section 2: Instructions to Offer. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Offer.

|  |  |  |
| --- | --- | --- |
| **Ref. Article in Section 2** |  | **Specific Instructions / Requirements** |
| 1. | Scope | The reference number of this Request for Offer (RFO) is Click or tap here to enter text.The Click or tap here to enter text. include the supply of Click or tap here to enter text. in Click or tap here to enter text. as further described in Section 4 of this RFO.[If RFO is being issued to establish LTA please include the following text and amend as appropriate. Delete if not required.]Based on the result of this RFO, UNDP intends to enter into a non-exclusive Long Term Agreement (LTA) for the supply of an indefinite quantity of the specified goods, works and/or services in support of UNDP’s operations. In the event of UNDP signing Long Term Agreement, the following shall apply: Click or tap here to enter text.The offeror shall accord the same terms and conditions to any other organization within the United Nations System that wishes to avail of such terms, after written consent from UNDP |
| 4. | Eligibility  | Choose an item. |
| 5. | Eligible goods, works and services | Choose an item. |
| 8. | Clarification of solicitation documents | Bidder must send their inquiries and request for clarifications using the messaging functionality in the portal.**ATTENTION: OFFER SHALL NOT BE SUBMITTED TO ANY EMAIL ADDRESS BUT ONLY THROUGH THE SYSTEM.** |
| Deadline for submitting requests for clarifications / questions:Date: Click or tap to enter a date.Time:Click or tap here to enter text. Time zone: Click or tap here to enter text. |
| 11. | Language | The offer and all information, documents and correspondence exchanged in relation to this solicitation process shall be in Click or tap here to enter text. |
| 16. | Currencies | Prices shall be quoted in Click or tap here to enter text.  |
| 17. | Duties and taxes | All prices shall:Choose an item. |
| 18. | Offer validity period | Choose an item. |
| 23. | Instruction for submission of offer | The offer must be submitted directly in the system following: <https://supplier.quantum.partneragencies.org> File Format: Click or tap here to enter text.* All files must be free of viruses and not corrupted*.*
* Documents which are required in original (e.g. bid security) should be sent to the below address with a PDF copy submitted as part of the electronic submission:
* It is recommended that bidders organize and name the files according the requirements and structure of the bid to facilitate their review.
	+ The bidder should receive an email acknowledging email receipt from the system.
 |
| 24. | Deadline for submission of offer | Deadline is indicated in the supplier portal. In case of discrepancies between the deadline indicated in the portal and deadline indicated elsewhere, the deadline in the portal will prevail. It is the responsibility of the bidder to be informed on the tender deadline. |
|  | Expected date for commencement of contract | Click or tap to enter a date. |
| 31. | Right to vary requirement at time of award | The maximum percentage by which quantities may be increased is Click or tap here to enter text.%The maximum percentage by which quantities may be decreased is Click or tap here to enter text.% |
| 31. | Type of contract to be awarded  | Click or tap here to enter text.http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.htmlSee Section 5: for sample contract. |
|  | Conditions of contract to apply | http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.htmlSee Section 5 |
| 34. | Performance security | Choose an item.If ““Not Required” is selected, delete the belowThe performance security will be in the same currency as stipulated in Article 16: Currencies.The Performance Security shall be in the form of a Bank Guarantee as set out in Section 5 for template |
| 35. | Advance payment | Choose an item.If allowed, Bank Guarantee Choose an item. |
| 36. | Liquidated Damages | Choose an item.Provide details below if “Will be Imposed” is selected, otherwise delete the belowPercentage of contract price per week of delay: Click or tap here to enter number.% up to a maximum of 10% of the Contract value, after which Click or tap here to enter text. may terminate the contract. |
|  | Other information related to the RFO | *[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFO must be cited here, and any further entries that may be added below this table row]* |

**SECTION 4: SCHEDULE OF REQUIREMENTS**

**FOR SERVICES OR WORKS: Delete below and insert here the Terms of Reference or Statement of Works**

**FOR GOODS:** Insert here the following sections and tables, adjusted as need. Additional details on scope/specification if required.

**A. Technical Specifications for Goods**

[Note to Procurement Officer: ensure inclusion of relevant sustainability aspects in specifications and delete this paragraph before finalising]

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No** | **Minimum Technical Requirements** | **Unit** | **Quantity** |
| insert | Click or tap here to enter text. | insert | insert |
| insert | Click or tap here to enter text. | insert | insert |
| insert | Click or tap here to enter text. | insert | insert |
| insert | Click or tap here to enter text. | insert | insert |

**B. Delivery Requirements**

[Note to Procurement Officer: (i) Consider sustainability aspects when specifying packaging requirements (ii) When selecting mode of transportation, select the most fuel-efficient route (land is most efficient when compared to air and sea) (iii) Consider requesting your supplier to provide emission reports for the shipments as part of the contract.]

|  |  |
| --- | --- |
| **Delivery date** | Offeror shall deliver the goods Click or tap here to enter text. after contract signature. |
|  **Delivery place / terms****(INCOTERMS 2010)** | Click or tap here to enter text. |
| **Customs clearance (must be linked to INCOTERM)** | [ ]  Not applicableShall be done by:[ ]  Click or tap here to enter text.[ ] Offeror[ ] Freight Forwarder |
| **Consignee details**  | Click or tap here to enter text. If multiple consignees refer to table below |
| **Distribution of shipping documents (if using freight forwarder)** | Click or tap here to enter text. |
| **Packing requirements** | Click or tap here to enter text. |
| **Mode of transport** | [ ]  Air | [ ]  Land |
| [ ]  Sea | [ ]  Other specify |

**Consignee-wise quantity distribution** [remove if not relevant]

|  |  |  |  |
| --- | --- | --- | --- |
| **Line item**  | **Consignee Address** | **Unit** | **Quantity** |
| insert | Click or tap here to enter text. | insert | Insert |
| insert | insert | insert | Insert |
| insert | insert | insert | Insert |

**C. Related services requirements** [remove if not relevant]

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Service No** | **Minimum requirements for services** | **Unit** | **Quantity** | **Place where services will be performed** | **Final date for completion of services.** |
| Insert | Click or tap here to enter text. | Insert | Insert | Insert | Date |
| Insert | Click or tap here to enter text. | Insert | Insert | Insert | Date |
| Insert | Click or tap here to enter text. | Insert | Insert | Insert | Date |

**D. Drawings** [remove if not relevant]

These solicitation documents include the following drawings.

|  |  |  |
| --- | --- | --- |
| **Drawing No** | **Drawing name** | **Purpose** |
| Insert | Click or tap here to enter text. | Click or tap here to enter text. |
| Insert | Click or tap here to enter text. | Click or tap here to enter text. |
| Insert | Click or tap here to enter text. | Click or tap here to enter text. |

**E. Inspections and tests** [remove if not relevant]

The following inspections and tests shall be performed:

Click or tap here to enter text.

If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the purchaser.

#

# SECTION 5: CONDITIONS OF CONTRACT AND CONTRACT FORMS

5.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in Data Sheet, can be accessed at <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>

5.2 Special Conditions of Contract [remove if not required]

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[Insert the appropriate Special Conditions of Contract here.]

5.3 Contract Form

[Insert the appropriate Contract here, unless it is available as a link in which case enter the information below]

In the event of an award, the following sample Contract will be used: Click or tap here to enter text.

The conditions are available at: Click or tap here to enter text.

5.4 Advance Payment Guarantee (Bank Guarantee) **REMOVE IF NOT REQUIRED**

ADVANCED PAYMENT GUARANTEE

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

How to use this template:

1. This must be finalized using the official letterhead of the Issuing Bank.

2. Except for indicated fields, no changes may be made on this template.

3. This Guarantee shall be required if the Contractor requests advanced payment exceeds the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor’s Bank must issue the Guarantee using the contents of this template, which cannot be changed without the approval of the Legal Office, BMS.

***INSERT LETTERHEAD OF THE BANK***

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name and Address of UNDP]*

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that *[name of Company]*(the “Contractor”) has entered into Contract No. *[reference number of the contract]*dated *[insert: date]* with the United Nations Development Programme (the “Beneficiary”) for the provision of *[insert description of the Contract]* (the “Contract”).

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

Further to the foregoing, we *[name of Bank]* hereby irrevocably undertake to pay to you, the Beneficiary, or your accredited representative, any sum or sums not exceeding in total an aggregate amount of *[amount in words]* (*[amount in figures]*)[[1]](#footnote-1) (the “Guarantee”) upon receipt by us of your first demand in writing, accompanied by a written statement, stating that the Contractor is in breach of its obligation under the Contract to return the amounts of the Guarantee, because the Contractor has used the advance payment for purposes other than the purposes permitted under the Contract. Such statement shall be conclusive evidence of your entitlement to payment in the amount demanded, up to the amount of this Guarantee.

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

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s)]*

5.5 Performance Security **REMOVE IF NOT REQUIRED**

PERFORMANCE SECURITY

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

How to use this template:

1. This document must be finalized using the official letterhead of the Issuing Bank.

2. Except for indicated fields, no changes may be made on this template.

3. If the RFP/ITB requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall be based on use the contents of this template. No change can be made to this template without the prior approval of the Legal Office, Bureau of Management Services, UNDP.

|  |  |  |
| --- | --- | --- |
|  | ***INSERT LETTERHEAD OF THE BANK*** |  |

**[date]**

To: Beneficiary

United Nations Development Programme (UNDP)

**[insert address]**

Contractor

**[insert information on contractor]**

Reference: Guarantee No. [**insert number**]

Dear Sirs,

WHEREAS, the United Nations Development Programme (the “Beneficiary”) and [**Name of Contractor**] (the “Contractor”) have entered into Contract No. [**contract number]** for [**insert description of contract**], which entered into force on [**date**] (the “Contract”);

WHEREAS, the Contract requires that the Contractor furnishes a bank guarantee for a sum specified in the Contract as security for the Contractor’s satisfactory compliance with its obligations under the Contract;

WHEREAS, we **[Name** of **the Bank]** (the “Guarantor”), have agreed to give the Contractor such Guarantee;

NOW THEREFORE, we, the Guarantor, hereby undertake to pay to the Beneficiary, upon the Beneficiary’s first written demand and without cavil or arguments any sum or sums not exceeding in the aggregate **[currency][amount in words and figures]** or such lesser sum of money as the Beneficiary may by such written demand require to be paid, accompanied by the Beneficiary’s written statement that the Contractor is in breach of its obligations under the Contract, without the need to specify, prove or show grounds or reasons for such demand. Such statement shall be conclusive evidence of the Beneficiary’s entitlement to payment in the amount demanded, up to the amount of this Guarantee.

The maximum guaranteed amount under this Guarantee is **[currency] [amount in words and figures]**.

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

This Guarantee shall be valid until thirty (30) days after the date of issuance by the Beneficiary of a certificate of satisfactory performance and full completion by the Contractor of its obligations under the Contract.

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

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

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

Name of Bank:

Address:

# SECTION 6: OFFER FORMS

**Form A: Checklist**

**Form B: Offer Submission**

**Form C: Offeror Information**

**Form D: Joint Venture / Consortium / Association Information**

**Form E: Eligibility and Qualification**

**Form F: Technical Offer**

**Form G: Price Schedule**

## FORM A: CHECKLIST

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

Before submitting your offer, please ensure compliance with the instructions in Section 2: Instructions to Offer and Section 3: Data Sheet.

|  |  |
| --- | --- |
| **Have you duly completed all the returnable forms?**  |  |
| * Form B: Offer Submission
 | [ ]  |
| * Form C: Offeror Information
 | [ ]  |
| * Form D: Joint Venture/Consortium/Association Information
 | [ ]  |
| * Form E: Eligibility and Qualification
 | [ ]  |
| * Form F: Technical Offer/Bill of Quantities
 | [ ]  |
| * Form G: Price Schedule
 | [ ]  |
| * [Add other forms as necessary]
 | [ ]  |
| **Have you provided the required documents in support of Form C: Offeror Information?** | [ ]  |

## FORM B: OFFER SUBMISSION

|  |  |  |  |
| --- | --- | --- | --- |
| Name of offeror: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFO reference: | Click or tap here to enter text. |

We, the undersigned, offer to supply the goods, works and/or services required for Click or tap here to enter text.in accordance with your Request for Offer No. Click or tap here to enter text.. We hereby submit our offer, which includes this Technical Offer and Price Schedule.

**Offeror Declaration:** on behalf of our firm, its affiliates, subsidiaries and employees, including any JV / Consortium / Association members or subcontractors or suppliers for any part of the contract.

| **Yes** | **No** |  |
| --- | --- | --- |
|[ ] [ ]  **Requirements and Terms and Conditions:** I/We have read and fully understand the RFO, including the RFO Information and Data Sheet, Schedule of Requirements, the General Conditions of Contract and any Special Conditions of Contract. I/we confirm that the offeror agrees to be bound by them. |
|[ ] [ ]  I/We confirm that the offeror has the necessary capacity, capability and necessary licenses to fully meet or exceed the requirements and will be available to deliver throughout the relevant contract period. |
|[ ] [ ]  **Ethics**: In submitting this offer I/we warrant that the offeror: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any competitor; has not directly or indirectly approached any representative of the buyer (other than the point of contact) to lobby or solicit information in relation to the RFO; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the buyer.  |
|[ ] [ ]  I/We confirm to undertake not to engage in proscribed practices, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the United Nations Supplier Code of Conduct :<https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct> and acknowledge that it provides the minimum standards expected of suppliers to the UN. |
|[ ] [ ]  **Conflict of interest:** I/We warrant that the offeror has no actual, potential or perceived conflict of Interest in submitting this offer, or entering into a contract to deliver the requirements. Where a conflict of interest arises during the RFO process the offeror will report it immediately to the Procuring Organisation’s Point of Contact. |
|[ ] [ ]  **Prohibitions, Sanctions:** l/We hereby declare that our firm, its affiliates or subsidiaries or employees, or ultimate beneficiary owners including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group. |
|[ ] [ ]  I/We do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15); |
|[ ] [ ]  **Bankruptcy**: l/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future. |
|[ ] [ ]  **Offer Validity Period:** I/We confirm that this offer, including the price, remains open for acceptance for the offer validity period.  |
|[ ] [ ]  I/We understand and recognize that you are not bound to accept any offer you receive and wecertify that the goods offered in our offer are new and unused. |
|[ ] [ ]  By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organisation/s to make this declaration on its/their behalf. |

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

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

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Stamp with official stamp of the offeror*]

## FORM C: OFFEROR INFORMATION

|  |  |
| --- | --- |
| **RFO Reference** | Click or tap here to enter text. |
| **Legal name of offeror** | Click or tap here to enter text. |
| **Legal Address, City, Country** | Click or tap here to enter text. |
| **Website** | Click or tap here to enter text. |
| **Year of registration** | Click or tap here to enter text. |
| **Offeror’s Authorized Representative information** | Name and Title: Click or tap here to enter text.Telephone numbers: Click or tap here to enter text.Email: Click or tap here to enter text. |
| **Legal structure** | Choose an item. |
| **Organisational type** | Choose an item. |
| **Current Licenses, if any, and permits (with dates, numbers and expiration dates)** | Click or tap here to enter text. |
| **No. of full-time employees** | Click or tap here to enter number. |
| **No. of staff involved in similar supply contracts** | Click or tap here to enter number. |
| **Are you a UNGM registered vendor?** | [ ]  Yes [ ]  No If yes, insert UNGM Vendor Number |
| **Years of supplying to UN organisations** | Click or tap here to enter text. |
| **Are you a** Click or tap here to enter text.**vendor?** | [ ]  Yes [ ]  No If yes, insert Vendor Number  |
| **Countries of operation** | Click or tap here to enter text. |
| **Subsidiaries in the region (please indicate names of subsidiaries and addresses, if relevant to the offer)** | Click or tap here to enter text. |
| **Commercial Representatives in the country: Name/Address/Phone (for international companies only)** | Click or tap here to enter text. |
| **Quality Assurance Certification (e.g. ISO 9000 or Equivalent)** *(If yes, provide a Copy of the valid Certificate):* | Click or tap here to enter text. |
| **Presence and characteristics of in-house quality control laboratory (if relevant to offer)** | Click or tap here to enter text. |
| **Does your Company have a corporate environmental policy or environmental management system such as ISO 14001 or ISO 14064 or equivalent?**  | Tick all that apply and **provide supporting documentation.** [ ]  Corporate Environmental Policy[ ]  ISO 14001[ ]  ISO 14064[ ]  Other, specify Click or tap here to enter text. |
| **Does your organization demonstrate significant commitment to sustainability, including the following aspects that have been identified in the UN Sustainable Procurement Framework?*** **Environmental: prevention of pollution, sustainable resources; climate change and mitigation and the protection of the environment, biodiversity.**
* **Social: human rights and labour issues, gender equality, sustainable consumption, and social health and wellbeing.**
* **Economic: whole life cycle costing, local communities and small or medium enterprises, and supply chain sustainability.**
 | Attach a formal statement that outlines your organisation’s commitment to sustainability, where possible providing evidence of tangible results that demonstrate progress such as:Tick all that are attached:[ ]  Formal statement[ ]  Sustainability report[ ]  UN Global Compact Communication on Progress[ ]  Other, specify Click or tap here to enter text. |
| **Does your company belong to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other?***(If yes, please provide details and documentation]* | Click or tap here to enter text. |
| **Is your company a member of the UN Global Compact**  | Choose an item. If yes, please provide a link to your Global Compact profile:Click or tap here to enter text. |
| **Bank Information** | Bank Name: Click or tap here to enter text.Bank Address: Click or tap here to enter text.IBAN: Click or tap here to enter text.SWIFT/BIC: Click or tap here to enter text.Account Currency: Click or tap here to enter text.Bank Account Number: Click or tap here to enter text. |
| **Contact person that** Click or tap here to enter text. **may contact for requests for clarifications during offer evaluation**  | Name and Title: Click or tap here to enter text.Telephone numbers: Click or tap here to enter text.Email: Click or tap here to enter text. |

## FORM D: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

|  |  |  |  |
| --- | --- | --- | --- |
| Name of offeror: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFO reference: | Click or tap here to enter text. |

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

|  |  |  |
| --- | --- | --- |
| **No** | **Name of Partner and contact information** *(address, telephone numbers, fax numbers, e-mail address)* | **Proposed proportion of responsibilities (in %) and type of goods, works and/or services to be performed**  |
| 1 | Click or tap here to enter text. | Click or tap here to enter text. |
| 2 | Click or tap here to enter text. | Click or tap here to enter text. |
| 3 | Click or tap here to enter text. | Click or tap here to enter text. |

|  |  |
| --- | --- |
| **Name of leading partner** (with authority to bind the JV, Consortium, Association during the RFO process and, in the event a Contract is awarded, during contract execution) | Click or tap here to enter text. |

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

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

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to Click or tap here to enter text for the fulfilment of the provisions of the Contract.

|  |  |
| --- | --- |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## FORM E: ELIGIBILITY AND QUALIFICATION FORM

|  |  |  |  |
| --- | --- | --- | --- |
| Name of offeror: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFO reference: | Click or tap here to enter text. |

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

**History of Non- Performing Contracts**

|  |
| --- |
| [ ] No non-performing contracts during the last 3 years  |
| [ ]  Contract(s) not performed in the last 3 years |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount** (current value in US$) |
|   |  | Name of Client: Address of Client: Reason(s) for non-performance: |  |

**Litigation History** (including pending litigation)

|  |
| --- |
| [ ]  No litigation history for the last 3 years |
| [ ]  Litigation History as indicated below |
| **Year of dispute**  | **Amount in dispute** (state currency) | **Contract Identification** | **Total Contract Amount** (state currency) |
|   |  | Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute:Party awarded if resolved: |  |

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project name & Country of Assignment** | **Client & Reference Contact Details** | **Contract Value** | **Period of activity and status** | **Types of activities undertaken and role (Contractor, sub-contractor or consortium member)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

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

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

**Financial Standing**

|  |  |  |  |
| --- | --- | --- | --- |
| **Annual Turnover for the last 3 years** | Year  | Currency  | Amount |
| Year | Currency | Amount |
| Year | Currency | Amount |
| **Latest Credit Rating (if any), indicate the source and date.** |  |

|  |  |
| --- | --- |
| **Financial information**(state currency) | **Historic information for the last 3 years** |
|  | Year 1 | Year 2 | Year 3 |
|  | *Information from Balance Sheet* |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
|  | *Information from Income Statement* |
| Total / Gross Revenue (TR) |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |
| Net Profit  |  |  |  |
| Current Ratio (current assets/current liabilities) |  |  |  |

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

* 1. Must reflect the financial situation of the offeror or party to a JV, and not sister or parent companies;
	2. Historic financial statements must be audited by a certified public accountant;
	3. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## FORM F: TECHNICAL OFFER

|  |  |  |  |
| --- | --- | --- | --- |
| Name of offeror: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFO reference: | Click or tap here to enter text. |

**Note to Procurement Officer:** In the first column please list items from Section 4. Related services and requirements such as installation, training and after-sales should also be listed as required.

|  |  |
| --- | --- |
| **Goods, works and/or services to be Supplied and****Technical Specifications** | **Offeror’s response** |
| **Compliance with technical specifications** | **Delivery Date** *(confirm that you comply or indicate your delivery date)* | **Quality Certificate/ Export Licenses, etc.** *(indicate all that apply and attach)* | **Comments** |
|  **Yes, we comply** | **No, we cannot comply***(indicate discrepancies)* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **Other Related services and requirements** *(based on the information provided in Section 4)* | **Compliance with requirements**  | **Details or comments** **on the related requirements** |
|  **Yes, we comply** | **No, we cannot comply***(indicate discrepancies)* |
| e.g. Delivery Term |  |  |  |
| Warranty |  |  |  |
| Local Service Support |  |  |  |
|  |  |  |  |
|  |  |  |  |

## FORM G: PRICE SCHEDULE

**Note to Procurement Officer:** adapt this price form and tables in accordance with the Schedule of Requirements, including the Incoterms rules that apply. Remove and adjust tables as necessary. If only one Incoterm applies, then simplify the tables.

|  |  |  |  |
| --- | --- | --- | --- |
| Name of offeror: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFO reference: | Click or tap here to enter text. |

Offerors shall fill in these Price Schedule Forms in accordance with the instructions indicated.

**Offer Summary**

|  |  |
| --- | --- |
| **Offeror’s Total prices FCA (Price of goods FCA + Related Services if applicable)**  | Insert amount and currency |
| **Offeror’s Total prices CPT (Price of goods CPT + Related Services if applicable)**  | Insert amount and currency |
| **Total Price of Goods FCA** | Insert amount and currency |
| **Total Price of Goods CPT** | Insert amount and currency |
| **Total Price of Related Services** | Insert amount and currency |
| **Freight Cost per 20/40 ft. container (if applicable)** | Insert amount and currency |
| **Customs clearance costs (if applicable)** | Insert amount and currency |

**Prices for Goods**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item**  | **Description** | **Qty****(a)** | **Currency: [procurement official to insert applicable currency]** |
| **Unit price FCA (b)** | **Unit price CPT (c)** | **Total price FCA (a)x(b)** | **Total price****CPT (a)x(c)** |
| 1. | Insert name of item. Add or remove rows as necessary | Insert Qty |  |  |  |  |
| 2. |  |  |  |  |  |  |
| 3. |  |  |  |  |  |  |
| 4. |  |  |  |  |  |  |
| 5. |  |  |  |  |  |  |
| **Total Price of Goods**  |  |  |

**Procurement officer** to decide if the table for services only is needed or if the ITB for services has a goods component. Please note that freight, clearance, insurance and installation must always be reflected. If so, please add the below table.

**Prices for related services** [remove if not relevant]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Description of the services** | **Quantity and physical unit (a) if applicable** | **Unit price****(b) if applicable** | **Total price per service****(a)x(b)** |
| 1. | Insert name of service. Add or remove rows as necessary | Insert Qty |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| 5. |  |  |  |  |
| **Total Price of Related Services**  |  |

**Offeror’s delivery data** [remove if not relevant]

|  |  |  |
| --- | --- | --- |
| **Country of origin of offered products** | Item 1 | insert more rows in each section if necessary or delete if too many |
| Item 2 |  |
| Item 3 |  |
| Item 4 |  |
| Item 5 |  |
| **FCA point(s) of delivery for offered products** | Item 1 |  |
| Item 2 |  |
| Item 3 |  |
| Item 4 |  |
| Item 5 |  |
| **Shipment dimensions of offered products (Including package)** |  | **Gross weight** | **Total volume** | ***Containers (if applicable)*** |
| ***Number*** | ***Size*** |
| Item 1 |  |  |  |  |
| Item 2 |  |  |  |  |
| Item 3 |  |  |  |  |
| Item 4 |  |  |  |  |
| Item 5 |  |  |  |  |
| Total |  |  |  |  |

I, the undersigned, certify that I am duly authorized by Click or tap here to enter text. to sign this offer and bind Click or tap here to enter text.should Click or tap here to enter text.accept this offer:

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

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

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

Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated in the currency/ies of the advanced payment as specified in the Contract. [↑](#footnote-ref-1)