



REQUEST FOR PROPOSAL

Supervision Services for the Design and Construction of Morphou Wastewater Treatment Plant

RFP No.: UNDP CYP RFP 203 EID 9951 2021

Project: Local Infrastructure Facility (LIF)

Country: Cyprus

Issued on: 28 July 2021

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Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - Form A: Technical Proposal Submission Form
 - Form B: Bidder Information Form
 - Form C: Joint Venture/Consortium/Association Information Form
 - Form D: Qualification Form
 - Form E: Format of Technical Proposal
 - Form F: Financial Proposal Submission Form
 - Form G: Financial Proposal Form

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please click the "Accept Invitation" button in eTendering system. This will enable you to receive notifications on amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this RFP.

Bids may be submitted only via e-tendering system to the address below:

<https://etendering.partneragencies.org>

BU Code: CYP10 and Event ID 0000009951

Existing users (already registered into the system) should use their login credentials (user id and password).

The new users should create their bidder profile in the system by using the below login credentials.

Username: event.guest

Password: why2change

Once uploaded, Bidders that have accepted the invitation in the system will be notified via e-mail if any changes have occurred. It is the responsibility of the Bidder to view the respective changes and clarifications

in the system. Documents uploaded in the system as part of your quotation must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Please consult eTendering Resources for Bidders for additional information on bidding:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/>

UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

IMPORTANT NOTE: The amount of Financial Offer MUST not be mentioned anywhere in the submitted documents or e-Tendering system. The Financial Proposal MUST be password protected and the password will be requested later as per the RFP requirements. Failure in compliance with the mentioned conditions shall result in rejection of the offer.

Issued by:

Approved by:

Title: Procurement Analyst

Date: **July 28, 2021**

Title: Head of Office

Date: **July 28, 2021**

Section 2. Instruction to Bidders

| A. GENERAL PROVISIONS | |
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| 1. Introduction | <p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p> |
| 2. Fraud & Corruption, Gifts and Hospitality | <p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, 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.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscclconduct_english.pdf</p> |
| 3. Eligibility | <p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p> |

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| 4. Conflict of Interests | <p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p> |
| B. PREPARATION OF PROPOSALS | |
| 5. General Considerations | <p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p> |
| 6. Cost of Preparation of Proposal | <p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p> |
| 7. Language | <p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p> |
| 8. Documents | <p>8.1 The Proposal shall comprise of the following documents:</p> |

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| Comprising the Proposal | <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal. |
| 9. Documents Establishing the Eligibility and Qualifications of the Bidder | <p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p> |
| 10. Technical Proposal Format and Content | <p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> |
| 11. Financial Proposals | <p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p> |
| 12. Proposal Security | <p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Bidder fails: |

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| | <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p> |
| 13. Currencies | <p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p> |
| 14. Joint Venture, Consortium or Association | <p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal 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.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 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.</p> <p>14.7 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.</p> |

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| 15. Only One Proposal | <p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal. |
| 16. Proposal Validity Period | <p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p> |
| 17. Extension of Proposal Validity Period | <p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p> |
| 18. Clarification of Proposal | <p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p> |
| 19. Amendment of Proposals | <p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission</p> |

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| | of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals. |
| 20. Alternative Proposals | <p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p> |
| 21. Pre-Bid Conference | <p>21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p> |
| C. SUBMISSION AND OPENING OF PROPOSALS | |
| 22. Submission | <p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p> |
| Hard copy (manual) submission | <p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS. iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS. |

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| <p>Email Submission</p> | <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected. <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS. d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/ |
| <p>23. Deadline for Submission of Proposals and Late Proposals</p> | <p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p> |
| <p>24. Withdrawal, Substitution, and Modification of Proposals</p> | <p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in</p> |

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| | <p>the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p> |
| 25. Proposal Opening | <p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p> |
| D. EVALUATION OF PROPOSALS | |
| 26. Confidentiality | <p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p> |
| 27. Evaluation of Proposals | <p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> Preliminary Examination Minimum Eligibility and Qualification (if pre-qualification is not done) Evaluation of Technical Proposals Evaluation of Financial Proposals |
| 28. Preliminary Examination | <p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p> |
| 29. Evaluation of Eligibility and Qualification | <p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, |

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| | <ul style="list-style-type: none"> c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients. |
| 30. Evaluation of Technical and Financial Proposals | <p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;">TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;">FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;">Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div> |
| 31. Due Diligence | <p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information |

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| | <p>provided by the Bidder;</p> <ul style="list-style-type: none"> b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| 32. Clarification of Proposals | <p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p> |
| 33. Responsiveness of Proposal | <p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p> |
| 34. Nonconformities, Reparable Errors and Omissions | <p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) 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 UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) 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 |

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| | <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p> |
| E. AWARD OF CONTRACT | |
| 35. Right to Accept, Reject, Any or All Proposals | 35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer. |
| 36. Award Criteria | 36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS. |
| 37. Debriefing | 37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed. |
| 38. Right to Vary Requirements at the Time of Award | 38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. |
| 39. Contract Signature | 39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals. |
| 40. Contract Type and General Terms and Conditions | 40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 41. Performance Security | 41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective. |
| 42. Bank Guarantee for Advanced Payment | 42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP |

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| | DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Payment%20and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&action=default |
| 43. Liquidated Damages | 43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract. |
| 44. Payment Provisions | 44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract. |
| 45. Vendor Protest | 45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html |
| 46. Other Provisions | <p>46.1 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 services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 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.</p> <p>46.3 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 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p> |

Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

| BDS No. | Ref. to Section.2 | Data | Specific Instructions / Requirements |
|---------|-------------------|---|---|
| 1 | 7 | Language of the Proposal | English |
| 2 | | Submitting Proposals for Parts or sub-parts of the TOR (partial bids) | Not Allowed |
| 3 | 20 | Alternative Proposals | Shall not be considered |
| 4 | 21 | Pre-proposal conference/ | Will not be conducted |
| 5 | 10 | Proposal Validity Period | 120 days |
| 6 | 14 | Bid Security | Not Required |
| 7 | 41 | Advanced Payment upon signing of contract | Not Allowed |
| 8 | 42 | Liquidated Damages | Will be imposed as follows: Percentage of contract price per day of delay at a rate of Euro 200 per day of delay up to 10% of the contract amount. After which UNDP may terminate the contract. |
| 9 | 40 | Performance Security | Not Required |
| 10 | 18 | Currency of Proposal | Euro |
| 11 | 31 | Deadline for submitting requests for clarifications/ questions | 5 days before the submission deadline. UNDP will provide clarifications up to 4 days from the deadline for submission of bids. UNDP may also carry out revisions to the bid documents up to 3 days before the deadline for submission of bids UNDP may extend the bid submission deadline up to 1 day before the deadline submission |

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| 12 | 31 | Contact Details for submitting clarifications/questions | <p>E-mail address: solicitations.lif.cy@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers</p> |
| 13 | 18, 19 and 21 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | Posted directly to eTendering |
| 14 | 23 | Deadline for Submission | <p>For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</p> <p>Date and time visible on the main screen of the event (on the E-Tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the E-Tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly to the system.</p> <p>Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your proposal at the last minute, UNDP may not be able to assist.</p> |
| 14 | 22 | Allowable Manner of Submitting Proposals | Only through e-Tendering |
| 15 | 22 | Proposal Submission Address | <p>https://etendering.partneragencies.org</p> <p><u>Event ID number: CYP10 and Event ID 0000009951</u></p> |
| 16 | 22 | Electronic submission (email or eTendering) requirements | <ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded cannot exceed 50MB. ▪ Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP |

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| | | | <p>IMPORTANT NOTICE: DO NOT DISCLOSE your price anywhere in your technical proposal or in e-tendering system, other than in the encrypted financial proposal. Please insert "1" as your bid price in e-tendering line item. Failure in compliance with the mentioned conditions shall result in rejection of the offer.</p> <p>Required Document: Please refer to Form B</p> |
| 17 | 27 36 | Evaluation Method for the Award of Contract | <p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass to the second evaluation stage is 70%.</p> |
| 18 | | Expected date for commencement of Contract | <i>September 15, 2021</i> |
| 19 | | Maximum expected duration of contract | 30 months |
| 20 | 35 | UNDP will award the contract to: | One Proposer Only |
| 21 | 39 | Type of Contract | <p>Purchase Order and Contract for Goods and Services for UNDP</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p> |
| 22 | 39 | UNDP Contract Terms and Conditions that will apply | <p>UNDP General Terms and Conditions for Professional Services</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p> |
| 23 | | Other Information Related to the RFP | <p>The service provider must provide UNDP with an indemnity insurance as per Clause 12 General Terms & Conditions for Services of the General Terms and Conditions for Services. The indemnity insurance is to cover the employer of any claims from the contractor and/or from anyone arising from the actions of the service provider. The service provider shall show evidence of current Professional Indemnity insurance to an amount of Euro 150,000. The indemnity insurance shall be valid until the issuance of the Certificate of Final Completion to the civil works contractor.</p> |
| 24 | | IMPORTANT NOTE | <p><i>The amount of Financial Offer MUST not be mentioned anywhere in the submitted documents or e-Tendering system. The Financial Proposal MUST be password protected and the password will be requested later as per the RFP requirements. Failure in compliance with the mentioned conditions shall result in rejection of the offer.</i></p> |

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

| Subject | Criteria | Document Submission requirement |
|--|--|--|
| ELIGIBILITY | | |
| Legal Status | Vendor is a legally registered entity. | Form B: Bidder Information Form |
| Eligibility | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3. | Form A: Technical Proposal Submission Form |
| Conflict of Interest | No conflicts of interest in accordance with ITB clause 4. | Form A: Technical Proposal Submission Form |
| Bankruptcy | Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future. | Form A: Technical Proposal Submission Form |
| QUALIFICATION | | |
| History of Non-Performing Contracts | Non-performance of a contract did not occur as a result of contractor default for the last 3 years. | Form D: Qualification Form |
| Litigation History | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years. | Form D: Qualification Form |
| Previous Experience | Minimum 5 years of relevant experience | Form D: Qualification Form |
| | Minimum 2 contracts of similar value, nature and complexity implemented over the last 5 years. Attachment of the statements of Satisfactory Performance from the clients. Letter of references from previous employers for the | Form D: Qualification Form |

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| | <p>project listed must be rated `satisfactory` or above to be compliant with the technical evaluation.</p> <p>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</p> | |
| Financial Standing | <p>Minimum annual turnover of Euro 300,000 in any of the last 3 years (2018, 2019 and 2020) certified by the company's accountant.</p> <p>Bidders to provide balance sheets and income statements.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> | Form D: Qualification Form |
| | <p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> | Form D: Qualification Form |
| | <p>The Bidder has available or has access to liquid assets, lines of credit or other financial means sufficient to meet the contracts requirements for an amount not less than Euro 50,000 as demonstrated by the sum of available cash, unused cash credit and unused credit letter Proof via updated Bank Statement issued by bidder's bank and or an official bank credit letter (An Official letter from bidder's bank certifying the actual approved credit facilities ceiling and balances of all active accounts within the bank) shall be provided.</p> <p>UNDP has the right to reject any bid/proposal if submitted by a bidder whom investigation leads to a result that he is not Financially capable and/ or had serious financial problems.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> | Form D: Qualification Form |
| | <p>Minimum average current ratio not less than 1.05 for the last 3 years (2018, 2019 and 2020).</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <p>UNDP has the right to reject any bid/proposal if submitted by a bidder whom investigation leads to a result that he is not Financially capable and/ or had serious financial problems.</p> | Form D: Qualification Form |
| Proposed Staff | <p>The offeror shall submit CVs of the below proposed key personnel. For required qualification, please refer to the ToR – Supervision Team:</p> <ol style="list-style-type: none"> 1. Contract Engineer/Team Leader 2. Process Specialist 3. Architect 4. Civil Engineer 5. Electrical Engineer 6. Mechanical Engineer 7. Health & Safety Expert | Proposed Staff |

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| | <u>(At least half of the supervision team must be women).</u> | |
| Implementation timetable | Implementation timetable as per the requirement: 30 months as per the ToR. | Implementation timetable |

Technical Evaluation Criteria

| Summary of Technical Proposal Evaluation Forms | | Points Obtainable |
|--|--|-------------------|
| 1. | Bidder's qualification, capacity and experience | 150 |
| 2. | Proposed Methodology, Approach and Implementation Plan | 300 |
| 3. | Management Structure and Key Personnel | 550 |
| | Total | 1000 |

| Section 1. Bidder's qualification, capacity and experience | | Points obtainable |
|--|---|-------------------|
| 1.1 | Reputation of Organization and Staff Credibility / Reliability / Industry Standing | 20 |
| 1.2 | General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted | 50 |
| 1.3 | Relevance of specialized knowledge and experience on similar engagements done in the region/country | 50 |
| 1.4 | Quality assurance procedures, and risk mitigation measures | 20 |
| 1.5 | Organizational Commitment to Sustainability (mandatory weight) -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 5 points -Organization is a member of the UN Global Compact -3 points -Organization demonstrates significant commitment to sustainability through some other means- 2 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues | 10 |
| Total Section 1 | | 150 |

| Section 2. Proposed Methodology, Approach and Implementation Plan | | Points obtainable |
|---|--|-------------------|
| 2.1 | Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? | 55 |
| 2.2 | Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference | 105 |
| 2.3 | Details on how the different service elements shall be organized, controlled and delivered | 40 |
| 2.4 | Identification and analysis of risks and mitigation measures | 40 |
| 2.5 | Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic | 45 |

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| 2.6 | Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract | 15 |
| Total Section 2 | | 300 |

| Section 3. Management Structure and Key Personnel | | | Points obtainable |
|--|--|----|--------------------------|
| 3.1 | Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services? | | 50 |
| 3.2 | Qualifications of key personnel proposed – Design Team | | |
| 3.2 a | Contract Engineer/Team Leader | | 90 |
| | - General Experience and qualification | 40 | |
| | - Specific Experience relevant to the assignment | 40 | |
| | - Regional/International experience | 5 | |
| | - Language Qualifications | 5 | |
| 3.2 b | Process Specialist | | 90 |
| | - General Experience and qualification | 40 | |
| | - Specific Experience relevant to the assignment | 40 | |
| | - Regional/International experience | 5 | |
| | - Language Qualifications | 5 | |
| 3.2 c | Architect | | 90 |
| | - General Experience and qualification | 40 | |
| | - Specific Experience relevant to the assignment | 40 | |
| | - Regional/International experience | 5 | |
| | - Language Qualifications | 5 | |
| 3.2 d | Civil Engineer | | 70 |
| | - General Experience and qualification | 30 | |
| | - Specific Experience relevant to the assignment | 30 | |
| | - Regional/International experience | 5 | |
| | - Language Qualifications | 5 | |
| 3.2 e | Electrical Engineer | | 70 |
| | - General Experience and qualification | 30 | |
| | - Specific Experience relevant to the assignment | 30 | |
| | - Regional/International experience | 5 | |
| | - Language Qualifications | 5 | |
| 3.2 f | Mechanical Engineer | | 70 |
| | - General Experience and qualification | 30 | |
| | - Specific Experience relevant to the assignment | 30 | |
| | - Regional/International experience | 5 | |

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| | - Language Qualifications | 5 | |
| 3.2 g | Health & Safety Expert | | 70 |
| | - General Experience and qualification | 30 | |
| | - Specific Experience relevant to the assignment | 30 | |
| | - Regional/International experience | 5 | |
| | - Language Qualifications | 5 | |
| Total Section 3 | | | 550 |

Section 5. Terms of Reference

I. Background Information and Rationale, Project Description

The European Union has been implementing an aid programme for the Turkish Cypriot Community based on the Aid Regulation (EC No. 389/2006). The programme is managed by the Commission's Structural Reform Support Service. The programme aims to facilitate the reunification of Cyprus by encouraging the economic development of the Turkish Cypriot Community.

Based on a long-standing partnership and UNDP previous experience in implementing large and medium-size EU funded urban upgrading and infrastructure projects in the northern part of Cyprus, the European Commission requested UNDP to continue supporting this type of infrastructure projects through the establishment of a new instrument called "Local Infrastructure Facility".

One of the prioritized infrastructure projects is the upgrade and extension of the Morphou/Güzelyurt wastewater treatment plant (WWTP) also refer to as Stage 2. The WWTP is located about 5 km north-west of the town centre of Morphou/Güzelyurt, some 30 km west from Nicosia. The construction of the existing stage 1 WWTP was completed in 2013 at a nominal design capacity of 10,750 P.E. With the implementation of the Stage 2, the capacity of the biological treatment shall be upgraded to 2,694 m³/d or 21,500 P.E. The second stage will be implemented through a single "Design and Build" modality.

The existing WWTP has been completed for the conventional activated sludge wastewater treatment process (CAS) with advanced BNR (incl. EBPR + CPR) for tertiary wastewater treatment with extended aeration for partial, simultaneous sludge stabilization. Under Stage 1 the BNR process includes the following main treatment steps, i.e.:

- 1) Anaerobic selector for phosphorous removal (EBPR);
- 2) Nitrogen and carbon removal by simultaneous denitrification;
- 3) Simultaneous sludge stabilisation by extended aeration;
- 4) Sludge thickening and dewatering.

The contractor shall propose and design the final treatment process that shall be adopted for the WWTP extension under consideration of the Employers Requirements for tertiary wastewater treatment with anaerobic sludge digestion and energy recovery by biogas reuse.

UNDP is in the process of procuring the design and construction works. It is expected that the contract will be signed in September 2021. The total duration of the Design and Build contract will be 18 months out of which up to six months will be allocated for the design phase followed by around 12 months for the construction phase.

II. Specific Objective

The main objective of the assignment is for the service provider to assist the Employer in the administration of the contract (hereinafter referred to as "the Contract") with due diligence, to carry out the duties of the Engineer assigned to him in the Conditions of Contract for Plant Design and Build and provide other services as described in these ToR. The service provider (hereinafter referred to as "the Engineer") shall act as the Engineer exercising the authority and duties attributable to the Engineer, as specified in or necessarily implied from the Contract, to ensure timely, satisfactory completion of these project components in accordance with the Contract and its annexes,

III. Scope

The scope of this assignment is to provide civil works contract administration and civil works supervision services with the duties and responsibilities stipulated in Conditions of Contract for Plant and Design Build; FIDIC 1999 First Edition supplemented by Particular Conditions of Contract for Plant and Design Build (appendix 1 to these ToR).

During the performance of the contract, the service provider is accountable to the employer/UNDP and will report to UNDP as per its contract with UNDP.

Prior to the start of activities, the service provider will prepare and submit for approval a detailed methodology and workplan linked with the workplan of the civil works contractor, for the implementation of the assignment.

Assignment Output 1 – Contract Supervision and Administration

The Service Provider shall perform the duties and authority of the Engineer as specified in or necessarily implied from the Contracts as well as administer the Contracts, dealing with situations in accordance with the contract, taking due regard of all relevant circumstances. The Project Supervision includes general and Site Supervision of Works, as well as periodic reporting. General supervision and site supervision of Works shall be performed on a continuous basis. the Service Provider shall perform his duties and /or act:

- proactively, where the initiative lies with the Engineer in administering the Contract and in addition providing all necessary warning and reminders to the Contractors and the Employer to ensure timely and smooth implementation of the project.
- reactively, in response to the Contractors' or the Employer's requests related to the Contracts; and

The tasks to be conducted by the Service Provider will include the following, but not limited to:

1. Coordination and liaison with the Employer, Contractor(s) and other relevant institutions including:
 - Organisation of weekly and monthly site-meetings with the Contractor(s), the Employer's representatives and members of the Project Advisory Board. The Advisory Board is part of the governance bodies of the UNDP LIF Project and is composed of representatives of the EU, the beneficiary, professional bodies and local associations. Its role is to confirm that the works are being done in line with the endorsed Employer's Requirements and in line with the local standards, especially the electricity system;
 - Preparation and circulation of minutes of meetings;
2. Take over the role of the Engineer and carry out all tasks of the Engineer in accordance with the FIDIC Yellow Book including among others:
 - Contract management;
 - Review and approve the Contractor's design of the works; including review and acceptance of the factory documentation of the supplied equipment
 - Signing of the construction book (mandatory);
 - Quality and quantity control for all works and supplies via day-to-day inspection of the Contractor's work;
 - Provide guidance to the Contractor to conform to the specifications;
 - Ensure that the Contractor is only using permanent and temporary construction material in compliance with the Employer's Requirements;
 - Time and expenditure control;
 - Review of the Contractor's invoices and issuance of the corresponding "Payment Certificates" to the Employer;
 - Reporting on project progress and risks in accordance with the reporting requirements set at the beginning of the assignment;
 - Assistance to the Employer in dealing with any variation orders to the Works Contract;
 - Ensuring visibility according to donors' requirements;
 - Review of the Contractor's reports, as-built drawings, training operation and maintenance manuals, etc.

Assignment Output 2 – Commissioning

The Service Provider will assist the Employer in ensuring that the new equipment is put into operation in accordance with best practice. The Consultant will ensure that all systems and components of the works are designed, installed, tested, and operated according to the works contracts and the Employers requirements. All testing will be conducted in line with the Contract's conditions.

Assignment Output 3 – Services During Defects Liability Period

The assistance during the Defects Liability Period (DLP) and Closure of Project, after the issuance of the Taking Over Certificate, shall address all post-construction activities up to the final acceptance of works through the Performance Certificate. The Service Provider shall carry out regular inspections during the DNP in order to ensure the execution of all remedial works by the Contractor. On expiry of the DNP the Service Provider shall assist the

Employer in issuing a Certificate confirming that the constructions/installations were completed successfully in accordance with the specified performance level (Performance Certificate).

IV. Approach and Methodology

The service provider shall elaborate a methodology on how it will administer the contract and supervise the works in accordance with the contract documents, specifications and drawings. The methodology shall describe in detail all the inputs to be given for these services.

In order to achieve the contract administration and supervision of the works the service provider shall prepare templates containing the outline, format and content of the activities of the supervision services for the following, inter alia, supervision documents.

- Daily site supervision
- Photo-documentation/recording of the construction activities (before, during, after)
- Reporting to UNDP (weekly, monthly)
- Health & Safety component
- Quality control of the materials
- Quality control of the works done
- Tests catalogue
- Verification of the quantities of works done and certification for payment
- Managing periodic progress meetings with UNDP and the contractor

Managing the tests on completions and after completion as well as if needed retesting procedures for the guaranteed and other parameters

- Managing the taking over procedures
- Operation and maintenance manual, associated training and their contents
- Managing the Defects Notification Period
- Managing the final completion procedures.

These templates and their contents can be modified after contract signature in consultation with UNDP.

V. Deliverables and Schedules/Expected Outputs

Within 7 days following the signing of the contract, the service provider will submit a detailed methodology and workplan for approval to UNDP.

| Outputs/tasks | Deliverables | Deadlines |
|--|---|--|
| Preparatory work | Detailed methodology and workplan submitted | By the end of the 2 nd week |
| Assignment Output 1 – Contract supervision and administration | Weekly reports | every week |
| | Weekly meetings | every week |
| | Monthly reports | every month |
| | Interim Payment Certificates | every 45 days |
| | Training and O&M report and manual | 19 th month |

| | | |
|---|--|---|
| Assignment Output 2 – Commissioning | Taking over report | 19 th month |
| | Final Payment Certificate | 20 th month |
| Assignment Output 3 – Defects Liability Period | Quarterly reporting during the Defects Notification Period | 21 st , 24 th and 27 th months |
| | Final completion report | 31 st month |

VI. Key Performance Indicators and Service Level

The performance of the service provider will be measured against:

1. Timeliness in work progress

It is expected from the service provider that it will be pro-active in anticipating and preventing any potential issues stemming from the contractor's inadequate management of the works. The performance of the service provider will be measured against the work progress timeliness and that, in case of delays not due to factors beyond the control of the contractor, all reasonable measures were taken to prevent them. Compliance with this indicator will be assessed on a monthly basis. In case of unsatisfactory performance two months in a row, UNDP might withhold interim payments until the service provider as taken all measures to improve its future performance. If unsatisfactory performance continues, UNDP will refer to Clause 20 of the General Terms and Conditions for Contract.

2. Quality of installed works meeting the contract requirements

As described in these terms of reference, it will be the responsibility of the service provider, as Engineer, to ensure compliance of works with the technical specifications and quality standards. UNDP will record cases when the service provider didn't notice non-compliance by the contractor with the technical specifications and quality standards that could affect the overall quality of the final product, namely, cases that were not recorded and addressed by the service provider. The service provider will be notified in written by UNDP if more than 5 cases were recorded and asked to provide a statement on how it will improve its performance. In case of continued unsatisfactory performance under this indicator, UNDP will refer to Clause 20 of the General Terms and Conditions for Contract.

3. Administration of the contract following FIDIC Conditions of Contract for Plant and Design Build edition 1999

The service provider will have the responsibility of contract administration as stated in these Terms of Reference. Performance of the service provider will be measured on how it performs the contract administration. Non-compliance with it will result in grounds for UNDP to refer to Clause 20 of the General Terms and Conditions for Contract.

VII. Governance and Accountability

Monitoring and evaluation of the Service Provider's work will be conducted by the UNDP LIF Project Manager and LIF Project Team. All logistical issues related to meetings will be coordinated with UNDP to ensure appropriate representation of UNDP and partner organizations/institutions. The UNDP will closely oversee the service provision and work in close cooperation and coordination with the service provider. Day to day management of the service will be devolved to the service provider.

Reporting is considered as the formal presentation of monitoring information and is related to service delivery under these ToRs. The service provider is expected to provide report for approval by UNDP LIF project management. Within this assignment, the Service provider will be obliged to submit the following reports:

- Weekly reports

Following the weekly site meeting, the service provider will prepare and submit for review the weekly report to the UNDP LIF. It will contain information about progress expressed as completed works during the past 7 days, expected works to be completed during the next 7 days, previous issues resolved and new issues to be addressed. The report should not exceed 3 pages.

- Monthly reports

On a monthly basis, the service provider will submit a detailed monthly report. The monthly report will contain information regarding progress, issues that were identified and resolved during the reporting period, and update on risks. Progress will be shown through two documents: progress against the workplan (Gantt chart) with justification for any delays; and quantities installed in the BoQ. Risks will be recorded in a Risk Matrix. The update will show if any of the risks changed or new risks emerged during the reporting period. The monthly report should also include a section on changes made to the designs and their justification.

In the monthly report, the service provider will also report on his services, namely on the actions that it took during the reporting period.

- Taking over report

The report shall be submitted within 30 days of the issuance of the taking over certificate with all the data and information on tests for guaranteed parameters, list of works items that will be remedied during the DNP, etc,.. The report can be enhanced with sketches, drawings, photos, etc.

- Final completion report

The final report will be submitted within the stipulated timeline at the end of the defect's notification period. The final report should contain information on the achievement of objectives, as well as on the issues faced during the assignment and lessons learnt. It will also contain a review of the performance of the work contractor. The format for the Work contractor performance review will be provided by UNDP.

All reports and supporting products and deliverables should be submitted to the UNDP in electronic form. The exact format of the weekly and monthly reports will be agreed at the beginning of the assignment.

VIII. Facilities

All logistics like international and local travel, translation services, accommodations, offices, printing/publications, and others will be organized by the service provider. UNDP Cyprus will make available office space for meetings in Nicosia. During the initial stage, UNDP will assist the Service Provider in establishing contacts with the key stakeholders to the assignment.

- Site Office of the Service Provider

The service provider shall establish a site office for the services that will be delivered under the contract. The site office shall be established within 5 months of the contract signature between the service provider and UNDP and shall be removed in 30 days after issuance of the taking over certificate.

The site office shall be prefabricated, modular and portable one that are manufactured elsewhere and installed on the site. It shall compose of at least 16 m2 for the office (to be used by the service provider personnel); 16 m2 for the meeting room (weekly and monthly meetings); 1 toilet & washbasin; 3 m2 for the kitchenette. The kitchenette shall be equipped with water dispenser and kettle.

The site office should be connected to water, wastewater, electricity and internet telephony of at least 2Gb, as well as with 2 inverter AAA air-conditioning units of 9000/12000BTU each.

The site office must have a meeting table and chairs for at least 12 people.

Other furnishing will be up to the service provider to devise.

Set of PPE equipment shall be provided and stored in the site office for the sole use of the approved visitors of the Employer. The service provider shall provide and maintain 20 hardhats + 20 vests + 20 pairs of shoes (sizes 38 – 43). 200 disposable single use bonnets and 400 pairs of single use disposable socks must be provided. Colours of hardhats and vests to be different colour than those of the contractor.

Maintenance and upkeep of the site office includes cleaning, supply of consumables, toiletries, water, electricity & internet telephony usage.

IX. Expected duration of the contract/assignment

The services shall be provided from the time the design and build contract is signed.

Duration of the assignment will be from the contract signature up to the issuance of the final performance certificate for the design & build contract.

It is envisaged that the contract will have a 30-month duration from site handover. Therefore, the timeline for the service provider will consider the following benchmarks:

- Time to complete designs – 6 months from the date of contract signing
- Time to complete civil works – 12 months from the date of issuing commencement as per sub-clause 8.1 of the contract conditions
- Taking over procedures– 30 days
- Defects notification period – 12 months
- Final completion procedures – 30 days

The service provider will arrange the level of effort in its site supervision in line with the progress of the designs and the civil works.

X. Duty Station

The duty station for this assignment is mainly the site of the civil works in Morphou/Guzelyurt in the northern part of Cyprus. It is expected that the service provider will attend some meetings in Nicosia.

If the service provider is coming from outside of Cyprus, it will inform UNDP prior to travel to the duty station from the home office/s.

XI. Professional Qualifications of the Successful Contractor and its key personnel

The Service Provider must be a professional company registered for work supervision services and with at least 5 years of relevant experience. It will have to demonstrate that it has institutional and managerial capacities and experienced human and adequate physical resources capable to conduct services as described in the previous sections.

A reference list of the most recently implemented relevant projects needs to be submitted alongside the offer, including the contact details and statement/confirmation of organizations/clients on the success of similar projects/contracts of no less than 3 references in the past 5 years. The Contractor must have at least 2 contracts/assignments related to the supervision of similar works (in scope and complexity) in the last 5 years.

The Service Provider shall make his own assessment of the inputs needed to carry out the work covered by these terms of reference. It shall provide adequately qualified staff in terms of expertise and experience and ensure sufficient time allocation to complete the required activities and to achieve the objectives of the project.

The Service Provider is encouraged to co-operate with and/or employ local experts and additional technical assistance (TA), as appropriate. The Service Provider shall provide adequate administrative staff (secretary, translators, drivers) needed to support the assignment.

All personnel except support staff nominated by the Service Provider to work on the project must be approved by the contracting authority. The working language of the project shall be English and all staff assigned to it must have a good command of the language both written and spoken, and direct working experience of its use.

The service provider is required to ensure a team of minimum of **1 Contract Engineer, 1 architect, 1 process specialist, 1 civil engineer, 1 electrical engineer, 1 mechanical engineer and 1 health & safety expert**. The service provider may also propose an additional expert or team of experts if deemed necessary for the implementation of the assignment. However, only the key experts shall be included in the evaluation process.

The key experts should meet the following qualifications.

| Staff's profile | General responsibilities in relation to carrying out the assignment | <u>Required Competencies and Conditions</u> |
|---------------------------|--|--|
| Contract Engineer | <ul style="list-style-type: none"> Lead the team Contract administration in line with the duties and responsibilities of the Engineer stipulated in the FIDIC conditions of contract | <ul style="list-style-type: none"> University degree in a technical field Post education experience of 10 years with 5 years of experience in managing contracts and technical personnel Experience in managing as Engineer at least 2 contracts with FIDIC Yellow of any project Experience in managing civil works contracts with a cumulative value of not less than Euro 1,500,000 Good communications and reporting skills Fluency in written and spoken English Valid registration with the related technical chamber and/or professional association |
| Process Specialist | <ul style="list-style-type: none"> Responsible for the reviews of the process calculation and process designs for water line and sludge line Responsible for the control and approval of the process installations for water line and sludge line - | <ul style="list-style-type: none"> University degree in related technical field At least 10 years of post-education experience At least 8 years of designs and supervision experiences in any type of water and/or wastewater treatment plants At least 4 supervision experiences for process designs and installations Fluent in English |
| Architect | <ul style="list-style-type: none"> Responsible for the design reviews and day-to-day supervision of works (architectural part) Ensure conformity of the works with the architectural designs | <ul style="list-style-type: none"> University degree in architecture At least 8 years of post-education experience At least 5 years of designs and site supervision experiences in any type of civil works At least 2 site supervision experiences in industrial facility construction, hostels, hotels/motels, apartments, schools, etc. Fluent in English and Turkish Valid registration with the related technical chamber and/or professional association |

| | | |
|-----------------------------------|---|---|
| Civil Engineer | <ul style="list-style-type: none"> - Responsible for reviewing the structural designs of facilities, and structures - Responsible for the supervision of the structural works - Ensure conformity of the works with the structural designs | <ul style="list-style-type: none"> - University degree in civil/structural engineering - At least 8 years of post-education experience - At least 6 years of designs and site supervision experience in any type of civil works - At least 2 site supervision experiences in industrial facility, construction, hostels, hotels/motels, apartments, schools, etc. - Fluent in English and Turkish - Valid registration with the related technical chamber and/or professional association |
| Electrical Engineer | <ul style="list-style-type: none"> - Responsible for reviewing the electrical designs - Responsible for the supervision of the electrical installations - Ensure conformity of the installations with the electrical designs | <ul style="list-style-type: none"> - University degree in electrical engineering - At least 8 years of post-education experience - At least 6 years of designs and supervision experiences of electrical works - At least 2 site supervision experiences in industrial facility, construction, hostels, hotels/motels, apartments, schools, etc. - Experiences in MV installations - Fluent in English and Turkish - Valid registration with the related technical chamber and/or professional association |
| Mechanical Engineer | <ul style="list-style-type: none"> - Responsible for the supervision of the mechanical works - Ensure conformity of the works with the mechanical works designs | <ul style="list-style-type: none"> - University degree in mechanical engineering - At least 8 years of post-education experience - At least 6 years of designs and supervision experiences of mechanical works - At least 2 site supervision experiences in industrial facility, construction, hostels, hotels/motels, apartments, schools, etc. - Experience in supervision mechanical installations such as electro-mechanical equipment, HVAC for industrial facilities, hotels/motels, apartments, schools, etc. - Fluent in English and Turkish - Valid registration with the related technical chamber and/or professional association |
| Health & safety expert | <ul style="list-style-type: none"> - Responsible to control that the Work contractor H&S plans are in line with the standards and regulations - Responsible to control that the Work contractor abides by the H&S plans | <ul style="list-style-type: none"> - University degree in any technical field - At least 8 years of post-education experience - At least 3 years of health & safety experience with a HS certificate obtained after January 2017 - At least 2 H&S activities in construction of industrial facilities, hotels, hostels schools, etc. - Fluent in English and Turkish - Valid registration with the related technical chamber and/or professional association |

XII. Price and Schedule of Payments

The contract price is a fixed output-based price regardless of extension of the herein specific duration. In the calculation of its contract price, the Service Provider will have to include all costs necessary for the successful completion of the assignment. These include but not limited to professional fees, travel costs, office space/equipment, communication, organisation of events, presentations, support staff and translation costs. Prices in Euro must be all inclusive of any statutory payments the service provider and its personnel will have to make, as

well as to include cost of the insurances in accordance with clause 13 of the General Terms & Conditions for Services.

During the assignment, the service provider must arrange its site supervision inputs in line with the progress of the civil works. The contract price is a fixed output based and will not be increased due to delays in the implementation of works, except in the case of Force Majeure.

In Form G, Financial Proposal Form, the breakdown of prices per deliverables, table 4, will be presented as per the deliverables presented in the table below.

Payments will be made according to the following schedules.

| Outputs/deliverable | Timing ¹ (After) | Condition for Payment Release |
|---|--------------------------------|--|
| Submission of detailed methodology and workplan Establishment of the site office | 2 weeks | Within thirty (30) days from the date of meeting the following conditions: a. UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b. Receipt of invoice from the Service Provider. |
| Designs reviews and approvals | Not later than 6 months | |
| Interim payment certifications (up to 8 times) | Every six weeks | |
| Taking over procedures | > 18 months | |
| Training and Operation & Maintenance report Removal of the site office | 19 months | |
| DNP procedures and reporting (3 times) | 21, 24, 27 months | |
| Final completion procedures including final reporting | = > 30 months | |

¹ After site possession has been issued to the Civil Works contractor

Section 6: Returnable Bidding Forms / Checklist

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

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal:

| | |
|--|--------------------------|
| Have you duly completed all the Returnable Bidding Forms? | |
| ▪ Form A: Technical Proposal Submission Form | <input type="checkbox"/> |
| ▪ Form B: Bidder Information Form | <input type="checkbox"/> |
| ▪ Form C: Joint Venture/Consortium/ Association Information Form | <input type="checkbox"/> |
| ▪ Form D: Qualification Form | <input type="checkbox"/> |
| ▪ Form E: Format of Technical Proposal | <input type="checkbox"/> |
| Have you provided the required documents to establish compliance with the evaluation criteria in Section 4? | <input type="checkbox"/> |

Financial Proposal:

(Must be submitted password protected)

| | |
|--|--------------------------|
| ▪ Form F: Financial Proposal Submission Form | <input type="checkbox"/> |
| ▪ Form G: Financial Proposal Form | <input type="checkbox"/> |

Form A: Technical Proposal Submission Form

| | | | |
|-----------------|--------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | UNDP CYP RFP 203 EID 9951 2021 | | |

We, the undersigned, offer to provide the services for **Supervision Services for the Design and Construction of Morphou Wastewater Treatment Plant** in accordance with your Request for Proposal No. **UNDP CYP RFP 203 EID 9951 2021** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) 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;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) 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);
- e) 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;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, 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 embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

| | |
|--|---|
| Legal name of Bidder | [Complete] |
| Legal address | [Complete] |
| Year of registration | [Complete] |
| Bidder's Authorized Representative Information | Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete] |
| Are you a UNGM registered vendor? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number] |
| Are you a UNDP vendor? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number] |
| Countries of operation | [Complete] |
| No. of full-time employees | [Complete] |
| Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate): | [Complete] |
| Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate): | [Complete] |
| Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy) | [Complete] |
| Contact person UNDP may contact for requests for clarification during Proposal evaluation | Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete] |
| Please attach the following documents: | <ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Trade Name registration papers – if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Power of Attorney – if applicable ▪ Technical proposal contains the Methodology and Work Plan. A brief Methodology on how the firm/company will approach and conduct the work, including the applicable risks analysis and assumptions. ▪ List and value of projects performed for the last 5 years, plus client's contact details who may be contacted for further information on those projects; |

- CVs of key personnel as per the ToR
- Statement of Satisfactory Performance from the Top two (2) Clients in terms of similar projects completed within last 5 years;
- Implementation timetable as per the requirement;
- Certified Financial Statement (Income Statement and Balance Sheet) for the past 3 years (2018, 2019 and 2020).
- Form A: Bid Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/ Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Proposal
- Form F: Financial Proposal Submission Form
- Form G: Financial Proposal Form

Form C: Joint Venture/Consortium/Association Information Form

| | | | |
|-----------------|--------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | UNDP CYP RFP 203 EID 9951 2021 | | |

To be completed and returned with your Proposal if the Proposal 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 services to be performed |
|----|--|---|
| 1 | [Complete] | [Complete] |
| 2 | [Complete] | [Complete] |
| 3 | [Complete] | [Complete] |

| | |
|--|------------|
| Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution) | [Complete] |
|--|------------|

We have attached a copy of the below 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 UNDP for the fulfillment 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 D: Qualification Form

| | | | |
|-----------------|--------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | UNDP CYP RFP 203 EID 9951 2021 | | |

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

Historical Contract Non-Performance

| <input type="checkbox"/> Contract non-performance did not occur for the last 3 years (2018, 2019 and 2020) | | | |
|--|------------------------------------|---|--|
| <input type="checkbox"/> Contract(s) not performed for the last 3 years (2018, 2019 and 2020) | | | |
| Year | Non- performed portion of contract | Contract Identification | Total Contract Amount (current value in Euro) |
| | | Name of Client: Address of Client: Reason(s) for non-performance: | |

Litigation History (including pending litigation)

| <input type="checkbox"/> No litigation history for the last 3 years (2017, 2018 and 2019) | | | |
|---|-----------------------------|---|--|
| <input type="checkbox"/> Litigation History as indicated below | | | |
| Year of dispute | Amount in dispute (in Euro) | Contract Identification | Total Contract Amount (current value in Euro) |
| | | 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 5 years (2016-2020).

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

| Project name & Country of Assignment | Client & Reference Contact Details | Contract Value | Period of activity and status | Types of activities undertaken |
|--------------------------------------|------------------------------------|----------------|-------------------------------|--------------------------------|
| | | | | |
| | | | | |
| | | | | |

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

☐ Attached are the Statements of Satisfactory Performance from the Top 2 (two) Clients or more.

Financial Standing

| | | |
|--|------|-----|
| Annual Turnover for the last 3 years (2018, 2019 and 2020) | Year | EUR |
| | Year | EUR |
| | Year | EUR |
| Latest Credit Rating (if any), indicate the source | | |

| Financial information (in EUR equivalent) | Historic information for the last 3 years | | |
|--|---|--------|--------|
| | Year 1 | Year 2 | Year 3 |
| | <i>Information from Balance Sheet</i> | | |
| Total Assets (TA) | | | |
| Total Liabilities (TL) | | | |
| Current Assets (CA) | | | |
| Current Liabilities (CL) | | | |
| | <i>Information from Income Statement</i> | | |
| Total / Gross Revenue (TR) | | | |
| Profits Before Taxes (PBT) | | | |
| Net Profit | | | |
| Current Ratio | | | |

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

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

Form E: Format of Technical Proposal

| | | | |
|-----------------|--------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | UNDP CYP RFP 203 EID 9951 2021 | | |

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

| | |
|-------------------------------------|---|
| Name of Personnel | [Insert] |
| Position for this assignment | [Insert] |
| Nationality | [Insert] |
| Language proficiency | [Insert] |
| Education/Qualifications | <i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert] |
| Professional certifications | <i>[Provide details of professional certifications relevant to the scope of services]</i> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert] |
| Employment Record/Experience | <i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert] |
| References | <i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert] |

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

| | | | |
|-----------------|--------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | UNDP CYP RFP 203 EID 9951 2021 | | |

This file MUST be password protected

We, the undersigned, offer to provide the services for **Supervision Services for the Design and Construction of Morphou Wastewater Treatment Plant** in accordance with your Request for Proposal No. **UNDP CYP RFP 203 EID 9951 2021** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form

| | | | |
|-----------------|--------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | UNDP CYP RFP 203 EID 9951 2021 | | |

****This file MUST be password protected****

The Bidder is required to prepare the Financial Proposal following the below format and submit it as separate file from the Technical Proposal as indicated in the Instruction to Bidders.

- ✓ The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.
- ✓ The financial proposal will specify a total lump sum amount and payment terms around specific and measurable (qualitative and quantitative) deliverables. Payments are based upon output, i.e. upon delivery of the services specified in the TOR.
- ✓ Financial Proposal Form, providing a breakdown of this lump sum amount (including travel, per diems) is to be provided by the offeror.

Table 1: Summary of Overall Prices

| | Amount(s) in Euro |
|---|-------------------|
| Professional Fees (from Table 2) | |
| Other Costs (from Table 3) | |
| Total Amount of Financial Proposal | |

Table 2: Breakdown of Professional Fees

| Position | Names | Fee Rate | No. of Days ² | Total Amount |
|------------------------------------|-------|----------|--------------------------|--------------|
| | | A | B | C=A+B |
| Contract Engineer | | | | |
| Architect | | | | |
| Process Specialist | | | | |
| Civil engineer | | | | |
| Electrical engineer | | | | |
| Mechanical engineer | | | | |
| Health & safety expert | | | | |
| Subtotal Professional Fees: | | | | |

² The number of days is only indicative. The contract price is a fixed output-based price regardless of extension of the herein specific duration. Please refer to section IX of the Terms of Reference.

| | |
|--|--|
| | |
|--|--|

Table 3: Breakdown of Other Costs

| Description | UOM | Quantity ³ | Unit Price Euro | Total Amount Euro |
|---|----------|-----------------------|-----------------|-------------------|
| Indemnity insurance (Article 12 of GTC) | Trip | | | |
| COVID-19 related expenses | Lump Sum | | | |
| Subsistence allowance | Day | | | |
| International Flights | Trip | | | |
| Local transportation costs | Lump Sum | | | |
| Out-of-Pocket Expenses | Lump Sum | | | |
| Establishment of the Site Office | Lump Sum | | | |
| Maintenance of the Site Office | Lump Sum | | | |
| Removal of the Site Office | Lump Sum | | | |
| Other Costs: (please specify) | | | | |
| | | | | |
| | | | | |
| Subtotal Other Costs: | | | | |

Table 4: Breakdown of Price per Deliverable/Activity

| Deliverable/ Activity description* | Total Euro |
|---|------------|
| Submission of detailed methodology and workplan | |
| Establishment of the site office | |
| Designs reviews and approvals | |
| Interim payment certifications (up to 8 times) | |
| Taking over procedures | |
| Training and Operation & Maintenance report | |
| Removal of the site office | |
| DNP procedures and reporting (3 times) | |
| Final completion procedures including final reporting | |
| TOTAL | |

**Please refer to the ToR for details on each Deliverables/Activities.*

*[Name and Signature of the Service Provider's
Authorized Person]*

[Designation] [Date]

³ Quantities are only indicative. The contract price is a fixed output-based price regardless of extension of the herein specific duration. Please refer to section XII of the Terms of Reference/