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**REQUEST FOR QUOTATION (RFQ)
PART 1**

NAME & ADDRESS OF FIRM: Eligible Contractors	DATE: 18 January 2012
	REFERENCE: (OUT)3/2012

Dear Sir / Madam:

You are kindly requested to submit your quotation via email to urban-upgrade-tenders@undp-pff.org for the works described in the attached Sections. Your email quotation must be submitted on or before 16:00pm Cyprus local time on 3 February 2012.

Item	Generic Description
1	Repair of an old coffee shop in Lefke/Lefka town centre

CONDITIONS	
Quotation	In Euros and without VAT
Payment Terms	Payments will be made after completion and acceptance of all the works
Validity of Quotation	60 DAYS
Preliminary Examination - Completeness of quotation.	Partial bids are not permitted
General Terms and Conditions	This RFQ and Part 2 of this RFQ
	Section I – General Conditions of Contract
	Section II – General and Technical Terms
	Section III – Price Schedule
Language	English
Any requests for clarifications should be e-mailed to: solicitations@undp-pff.org	

NAME, FUNCTIONAL TITLE: Tiziana Zennaro, Programme Manager SIGNATURE: _(Signed)_____

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PART 2

The following specific data for the Works to be procured shall complement, supplement or amend the provisions in the Request for Quotation. Whenever there is a conflict, the provisions herein shall prevail.

<p>The Works are the repairs of an old coffee shop in the town center in Lefke/Lefka.</p>
<p>Eligibility to submit Bids is open to all building contractors and which are all registered legal entities.</p> <p>A Bidder may submit or participate, in any capacity whatsoever, in only one bid. Submission or participation by a Bidder in more than one bid will result in the rejection of all its Bids.</p> <p>A Bidder shall not be eligible to participate where it has been determined to have engaged in corrupt or fraudulent practices.</p>
<p>All queries for clarification must be addressed to the dedicated email address, solicitations@undp-pff.org</p>
<p>The language of the bid shall be English.</p> <p>Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.</p>
<p>Bidders are obliged to prepare in his own letterhead up in accordance with the stipulations listed below and submit with his bid.</p> <p>General Information: Eligibility documents including general information, registration, legal status, place of the Bidder, and all related documents.</p> <p>General information about the Bidders and attachments (company documents and particulars, statutory obligations, etc.) as above mentioned.</p> <p>Litigation history: Information details of their litigation history over the last 2 years</p> <p>Experience/Qualification: A list of projects of relevant experience in the execution of completed works/works components of a similar nature to this Contract providing full details.</p> <p>Personnel Capability: Information about the Bidder's proposed personnel for the contract including the detailed information. The evidence shall include all the personnel as defined in the minimum qualifying criteria below (proposed personnel for the contract) and shall facilitate the objective assessment of the Bidder's compliance with such criteria.</p> <p>Technical Data: The technical proposal including the main tasks of the construction activities (work plan and construction proposal) shall be submitted in detail. The proposal shall include all required details for an objective assessment of the Bidder's compliance of the proposal including a schedule of works.</p> <p>Workplan shall be completed by a statement regarding Health and Safety regulations to be applied during the works.</p>
<p>Qualifications requirements (selection criteria)</p> <p>In order to be considered eligible for the evaluation, Bidders must provide evidence that they meet or exceed certain minimum selection criteria as stipulated below;</p> <p>General</p> <p>The Bidder must be a legal person duly registered and/or accordingly authorised to carry out the specified works including statements that all its statutory obligations in the last 2 years have been met.</p> <p>Litigation history</p> <p>The applicant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed or under execution over the last 2 years [2010 and 2011].</p> <p>Technical Experience of Bidders</p>

a) Experience in the completion of the construction/rehabilitation/restoration of commercial buildings to a cumulative amount of **at least 200,000.00 Euro in the last 2 years** (2010 and 2011)

Personnel capability of the personnel for the Contract

The Bidder shall provide suitably qualified personnel during the execution of the works. For each position the Bidder will supply information on a first choice candidate and alternate, each of whom should meet the experience requirements specified below:

The **Site Engineer/Site Architect** shall have at least 5 years of post-graduate experience, 3 years of general experience in construction/rehabilitation/restoration projects as Site Engineer/Site Architect comparable to the project as Site Engineer/Site Architect. He should master English language. The Site Engineer/Site Architect shall be full time on site.

The Bidder is required to provide the CV of the key technical personnel.

Bidders shall submit their bids in sealed envelopes. Bidders must fill and sign the Priced Price Schedule and any information or other materials required to be completed and submitted.

All Bids must be received at the following address: urban-upgrade-tenders@undp-pff.org

Bids must be received by UNDP PFF on or before 3 February 2012 at 16,00 Cyprus time at the email address specified above. Any bid received after this date and time shall be rejected. Bids submitted by fax or delivered to address will **not** be accepted.

Quotations are not required to be opened publicly. No opening procedure will be implemented.

UNDP will award the contract to the Bidder whose bid has been determined to be substantially responsive to the bid documents, who has submitted a compliant detailed technical bid, and who has offered the most economical bid within the available budget.

The Performance Security (Performance Bank Guarantee) is for an amount of 10% of the Contract amount and duration of 30 days after the end of the Defects Liability Period, which is (6 months) from the date of substantial completion.

The Performance Bank Guarantee shall name UNDP as the beneficiary and shall be in the form of a guarantee issued by a reputable bank. The Performance Bank Guarantee shall be unconditional and irrevocable.

Form of Performance Bank Guarantee is attached to this document

In order to establish an optimum timeline, Contractor shall carry out the Works in 45 calendar days including the time for mobilisation.

The successful bidder shall be required to furnish (for the whole period of Contract), insurance coverage of the type and amount specified in the General Conditions of Contract.

All premiums and all expense in connection with this insurance shall be paid for by the Contractor and evidence of payment shall be furnished to the Engineer. One (1) copy of the policies shall be given to the Engineer prior to the contract signature.

The currency of payment shall be Euro.

Bidders believing that they have been harmed by an error or irregularity during the award process may petition UNDP directly. UNDP must reply within 30 days of receipt of the complaint. UNDP's protest procedure will be applicable:

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

An unsuccessful proposer/bidder, as defined above, believing that a purchase order or contract awarded

to another proposer/bidder should legally have been awarded to such unsuccessful proposer/bidder may appeal such award in writing not later than 10 working days after the date of purchase order or contract award by UNDP:

- The protestor's name, address, telephone number and fax number; The solicitation or contract number, name of contracting office and the procurement officer;
- A detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced;
- Copies of relevant documents supporting protester's statement;
- Statement as to form of relief;

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations and including its subsidiary organs is exempt from all direct & indirect taxes, except charges for public utility service, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event that any project partner or counterpart refuses to recognise the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

Any attempt by a Bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or UNDP during the process of examining, clarifying, evaluating and comparing Bids will lead to the rejection of his candidacy or bid and may result in administrative penalties.

Without UNDP's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

When putting forward a candidacy or bid, the candidate or bidder must declare that he is affected by no potential conflict of interest, and that he has no equivalent relation in that respect with other Bidders or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform UNDP.

The Contractor must at all time act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without UNDP's prior approval. He may not commit UNDP in any way without its prior written consent.

For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary.

The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to UNDP.

The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.

The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, UNDP may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

UNDP reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if UNDP fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with UNDP.

Attachment 1

Form of Performance Bank Guarantee

We [Bank name] have been informed that the United Nations Development Programme (hereinafter called "the UNDP") which has its Headquarter in New York concluded on date _____ a contract [*contract title and No.*] with [*Name of the company*] hereinafter referred to as "the Contractor" whom has its headquarter in _____ at a total price of _____ Euro (_____), to execute [*Insert title of contract and brief description of works*].

Whereas it has been stipulated in the Contract that the Contractor shall furnish the UNDP with a Bank Guarantee by a recognized Bank for the sum specified thereafter as security for compliance with his obligations in accordance with the Contract,

Whereas we have agreed to give the UNDP such a Bank Guarantee

Now therefore, this being stated, we, [BANK NAME] [BANK BRANCH], irrespective of the validity and the legal effect of the above mentioned contract and waiving all rights of objection and defence arising there from, hereby irrevocably affirm we are the Guarantor and responsible to you, and on behalf of the Contractor undertake to pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of [INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN WORDS] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid until the date of issue of the Certificate of Final Completion.

This guarantee is revocable only with the written consent of the UNDP.

Parties hereby agree on the terms of this bank's guarantee letter.

SIGNATURE AND SEAL: _____
Name of Bank/ Financial

Institution: _____
Address: _____
Sate: _____