Invitation to Bid (ITB)

NATIONAL COMPETITVE BIDDING (NCB)

SUPPLY OF RICE AND NUTRITION PACKAGE

ITB Ref No: MYA/17/MMOC/PR/ITB-NCB/0021

UNOPS

Invitation letter

Dear Sir/Madam,

Subject: Invitation to Bids for the Supply of Rice and Nutrition Package in Myanmar
ITB Ref No. : MYA/17/MMOC/PR/ITB-NCB/0021

The United Nations Office for Project Services (hereinafter referred to as UNOPS) is pleased to invite prospective bidders to submit a bid in accordance with the UNOPS General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

The ITB consists of the following:

- This Invitation Letter
- Section I: Bid Particulars
- Section II: Instructions to Bidders
- Section III: Evaluation Criteria
- Section IV: Schedule of Requirements
- Section V: Returnable Bidding Forms
    - Form A: Bid/No Bid Confirmation Form
    - Form B: Checklist Form
    - Form C: Bidder Information Form
    - Form D: Joint Venture Partner Information Form
    - Form E: Bid Submission Form
    - Form F: Price Schedule Form
    - Form G: Technical Bid Form
    - Form H: Delivery Schedule and Breakdown Form
    - Form I: Bid Security Form **(Not Required)**
    - Form J: Manufacturer's authorisation form **(Not Required)**
    - Form K: Performance Statement Form
    - Form L: No Adverse Action Confirmation Form **(Not Required)**
- Section VI: Contract Forms
    - VI-1: UNOPS General Conditions of Contract
    - VI-2: Special Conditions for Goods

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and procedure as set out in this ITB and submit it to UNOPS by the deadline for bid submission set out in Section I: ITB Particulars.

Please acknowledge receipt of this ITB by returning Form A (see Section V, Returnable Bidding Forms) as far in advance of the bid opening date as possible, to the email address: Procurementmmoc@unops.org , indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the form in order for UNOPS to improve its effectiveness in future invitations.

We look forward to receiving your bid.

UNOPS

Section I: Bid Particulars

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

Instructions to Bidders Article	Particulars
Scope of Bid (Article 1)	The goods include the supply of **RICE AND NUTRITION PACKAGE** in *Myanmar* as further described in Section IV of this ITB. This ITB includes two Lots as described in detail in Section IV of this ITB
Contact person for correspondence, notifications and requests for clarifications (Article 1)	All correspondence, notifications and requests for clarifications in relation to this ITB shall be sent to: **Procurementmmoc@unops.org** **ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Article 22).**
Interpretation of the ITB (Article 2)	This ITB is conducted in accordance with the applicable provisions of UNOPS Procurement Manual (latest version of which can be accessed at: https://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx) and other relevant Organisational Directives and Administrative Instructions that are referred to in the Procurement Manual. In case of contradictions between this ITB and the UNOPS Procurement Manual, the UNOPS Procurement Manual shall prevail.
Bidder Eligibility (Article 4)	Non nationalities are excluded from submitting a bid.
Clarifications (Article 7) and Amendments (Article 3)	Requests for clarification from bidders will not be accepted any date later than 12:00 pm on **11-April-2017.** Responses to requests for clarification and/or amendments shall be communicated to bidders by posting responses on UNOPS' website at https://www.unops.org/english/Opportunities/suppliers/Pages/Business-opportunities.aspx under ITB Case No. MYA/17/MMOC/PR/ITB-NCB/0021
Clarification or Pre-bid Meeting (Article 8)	A clarification meeting shall not be held.
Site Inspection (Article 9)	Not Applicable.
Bid validity period (Article 12)	Bids shall remain valid for acceptance by UNOPS for 60 days from the Deadline for Bid Submission.
Partial bids (Article 13)	Partial bids shall not be allowed. Bidders must quote prices for the total requirement for each lot requested under Section III: Schedule of Requirements. Evaluation will be done for each lot separately.
Alternative bids (Article 14)	Alternative bids are not accepted.
Bid Currenc(ies) (Article 16)	Prices shall be quoted only in MMK.
Duties and Taxes (Article 17)	All bids shall be submitted net of any direct taxes, ***customs duties and indirect taxes, such as sales taxes, VAT, etc***
Bid Security (Article 18)	Bid security is not required.

Language of bids (Article 20)	All bids, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this bid process shall be in English.
Deadline for Bid Submission (Article 21)	All bids must be submitted by 12:00pm [Yangon, Myanmar Time] on **20-April-2017**
Bid Submission (Article 22)	Bids must be submitted as follows: By mail or personal delivery in sealed envelopes by the Deadline for Bid Submission. The sealed envelopes shall contain two hardcopies. The two hardcopies shall comprise one original hardcopy bid marked "Original". One hardcopy of the bid marked "Copy" shall also be submitted. In the event of any discrepancy between the original and copy of the bid, the bid marked as "Original" shall govern. The envelope shall be labelled as follows: *****CONFIDENTIAL BID - DO NOT OPEN UNLESS AUTHORIZED***** Att.: Chair Person, Bid Opening Committee. Case No.: [MYA/17/MMOC/PR/ITB-NCB/0021] United Nations Office for Project Services 12 (O) Pyi Thu Lane, 7 mile, Mayangone Township Yangon,Myanmar Deadline for Bid Submission: **12:00 pm on 20-April-2017** at Yangon, Myanmar From: [***Insert bidder's name & details***] Personal delivery shall be made between the hours of 8:30 am and 5:00pm on UNOPS regular working days by the Deadline for Bid Submission at the following address: PSM unit Building ….. United Nations Office for Project Services 12 (O) Pyi Thu Lane, 7 mile, Mayangone Township Yangon,Myanmar
Opening of Bids (Article 24)	Public bid opening will not be held.
Type of contract to be awarded (Article 33)	Purchase order
Signing of contract (Article 33)	UNOPS plans to award the contract by May 2017.
Performance Security (Article 34)	Performance security is not required.
Payment terms (Article 35)	Within 30 days after receipt of the goods/services and on submission of payment documentations [Original Invoices, Original Delivery Notes, ect.]
Advanced Payment (Article 35)	Advanced payment is not allowed.

Liquidated damages (Article 36)	UNOPS will deduct from the Contract price, as liquidated damages, a sum equivalent to the percentage of 0.3% of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to the General Conditions of Contract.

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Section II: Instruction to Bidders

1. SCOPE OF BID

1.1. Bidders are invited to submit a bid for the goods and/or services specified in Section IV: Schedule of Requirements, in accordance with this ITB. A summary of the scope of the bid is included in **Section I: ITB Particulars.**

1.2. All correspondence and notification in relation to this ITB shall be sent to the contact person and address set out in **Section I: Bid Particulars**. Please note that the address for Bid Submission may be different.

2. INTERPRETATION OF THE ITB

2.1 This ITB is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights.

2.2 No binding contract, including a process contract or other understanding or arrangement, will exist between the bidder and UNOPS and nothing in or in connection with this ITB shall give rise to any liability on the part of UNOPS unless and until the Contract is signed by UNOPS and the successful bidder.

3. AMENDMENTS TO THE ITB

3.3 Prior to the deadline for Bid Submission, UNOPS may at its discretion modify the bidding documents by way of a written addendum. All written addenda to the bidding documents shall form part of the ITB.

3.4 In the event UNOPS modifies the ITB, UNOPS will notify in writing all bidders that have received the ITB directly from UNOPS if the ITB was not available online, and/or, if the ITB was available online or if stated in the **Bid Particulars in Section I**, responses will be posted online.

3.5 In order to give the bidders reasonable time to take such modification into account, UNOPS may extend the Deadline for Bid Submission as may be appropriate under the circumstances.

4. BIDDER ELIGIBILITY

4.1 Bidders may be a private, public or government-owned legal entity or any association with legal capacity to enter into a binding contract with UNOPS.

4.2 A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in **Section I: Bid Particulars**. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

4.3 A Bidder shall not have a conflict of interest. Bidders must not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNOPS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation to Bid.

4.4 A Bidder shall not be eligible to submit a bid if and when at the time of bid submission, the Bidder:

- is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by UNOPS (UNOPS Ineligibility List) and other Agencies, Funds or Programs of the UN System;
- is included in UN/PD's suspended and removed vendors list;
- is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list;
- is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals;

4.5 All bidders are expected to embrace the principles of the United Nations Supplier Code of Conduct, given that it originates from the core values of the Charter of the United Nations. UNOPS also expects all its suppliers to adhere to the principles of the United Nations Global Compact and requests that all bidders observe the highest standard of ethics during the entire bid process, as well as the duration of any contract that may be awarded as a result of this bid process as further defined in Article 40.

4.6 If a bidder does not have all the expertise required for the provision of the goods/services to be provided under the Contract, such bidder may submit a bid in association with other entities, particularly with an entity in the country where the goods and/or services are to be provided. In the case of a joint venture, consortium or association:

(i) all parties of such joint venture, consortium or association shall be jointly and severally liable to UNOPS for any obligations arising from their bid and the Contract that may be awarded to them as a result of this ITB;

(ii) the bid shall clearly identify the designated entity designated to act as the contact point to deal with UNOPS. The duly filled Form D: Joint Venture Partner Information Form must be included with the Bid. Such entity shall have the authority to make decisions binding upon the joint venture, association or consortium during the bidding process and, in the event that a contract is awarded, during the duration of the contract; and

(iii) The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of UNOPS.

5. ERRORS OR OMISSIONS

5.1 Bidders shall immediately notify UNOPS in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

5.2 Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

6. BIDDERS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT

6.1 Bidders shall be responsible to inform themselves in preparing their bid. In this regard, Bidders shall ensure that they:

i. examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB;

ii. review the ITB to ensure that they have a complete copy of all documents;

iii. obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry;

iv. verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site Inspection or any discussion with UNOPS, its employees or agents;

v. attend any Clarification Meeting or Site Inspection if it is mandatory under this ITB;

vi. fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods/services; and

vii. form their own assessment of the nature and extent of the goods/services required as included in **Section IV: Schedule of Requirements** and properly account for all requirements in their Bid.

6.2 Bidders acknowledge that UNOPS, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders.

7. CLARIFICATION OF THE ITB

7.1 Bidders may request clarification of the ITB or bid process by submitting a written request to the contact stated in **Section I: Bid Particulars** up to the time stated in **Section I: Bid Particulars** and thereafter requests for clarification will not be accepted. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.

7.2 UNOPS shall gather all requests for clarification and may respond in writing to all such requests at the same time. Responses to requests for clarification shall be communicated directly to all bidders that received the ITB directly from UNOPS if the ITB was not available online, and/or, if the ITB was available online or if stated in **Section I: Bid Particulars**, responses will be posted online without disclosing the names of the bidders who submitted the requests for clarification.

8. CLARIFICATION OR PRE-BID MEETING

8.1 Unless otherwise instructed in writing by UNOPS, a clarification or pre-bid meeting will only be held if stated **Section I: Bid Particulars**, at the time and place and in accordance with any instructions set out in the **Section I: Bid Particulars**.

8.2 If it is stated in **Section I: Bid Particulars** that a clarification meeting shall be mandatory, a bidder which does not attend the clarification meeting shall become ineligible to submit a bid under this ITB.

8.3 The names of representatives of bidders who will attend the clarification meeting shall be submitted in writing by bidders to the UNOPS contact person listed in **Section I: Bid Particulars**, including the full name and position of each representative at least 1 working day before the clarification meeting is to be held.

8.4 UNOPS will not issue any formal answers to questions from bidders regarding the ITB or bid process during the clarification meeting. All questions shall be submitted in accordance with Article 7.

8.5 The clarification meeting shall be conducted for the purpose of providing background information only. Without limiting Article 6, bidders shall not rely upon any information, statement or representation made at the clarification meeting unless that information, statement or representation is confirmed by UNOPS in writing.

8.6 UNOPS shall prepare minutes of the clarification meeting and communicate them in writing directly to all bidders which received the bid documents directly from UNOPS if the ITB was not available online, and/or, if the ITB was available online or if stated in **Section I: Bid Particulars**, the minutes will be posted online without disclosing the names of the bidders who attended the clarification meeting, shortly after the clarification meeting.

9. SITE INSPECTION

9.1 Unless otherwise instructed in writing by UNOPS, a site visit will only be held if stated in **Section I: Bid Particulars**, at the time and place and in accordance with any instructions set out in **Section I: Bid Particulars.**

If it is stated in **Section I: Bid Particulars** that a site inspection shall be mandatory, a bidder which does not attend the site inspection shall become ineligible to submit a bid under this ITB.

9.2 Bidders participating in a site inspection shall be responsible for: making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.

9.3 Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing UNOPS in respect of any liability that may arise from:

(i) loss of or damage to any real or personal property;
(ii) personal injury, disease or illness to, or death of, any person;
(iii) financial loss or expense, arising out of the carrying out of that site inspection; and
(iv) transportation by UNOPS to the site (if provided) as a result of any accidents or malicious acts by third parties.

9.4 UNOPS will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site visit. All questions shall be submitted in accordance with Article 7.

9.5 A site visit will be conducted for the purpose of providing background information only. Without limiting Article 6, bidders shall not rely upon any information, statement or representation made at a site visit unless that information, statement or representation is confirmed by UNOPS in writing.

10. DOCUMENTS COMPRISING THE BID

10.1 The Bid shall comprise the following:

(a) Bid Submission Form and the applicable Returnable Bidding Forms included in Section V;
(b) Bid Security if specified in **Section I: Bid Particulars**, in accordance with Instructions to Bidders Article 18, if required;
(c) Documentary evidence as specified in Section III Evaluation Criteria to establish the Bidder's compliance with the applicable eligibility, formal, qualification and technical criteria.

11. REMUNERATION FOR AND COSTS OF BIDS

11.1 Bidders shall not be entitled to any remuneration or compensation for the preparation and submission of their bid.

11.2 Bidders acknowledge that their participation in any stage of the solicitation process for this ITB is at the bidders' own risk and cost. UNOPS shall not be responsible for any costs or expenses incurred by bidders in the preparation and submission of bids or participation in the solicitation process, including as part of any clarification meeting or site inspection.

11.3 UNOPS is not liable to bidders for any costs, expense or loss on any legal, contractual, quasi contractual or restitutionary basis incurred or suffered in connection with the ITB or bidders' participation in the solicitation process, including where:

(i) clarifications and addenda are provided or not provided to bidders;
(ii) a bidder is not selected or not engaged to carry out the services;
(iii) UNOPS varies, terminates, suspends or delays any aspect of the bid process or conducts another process in its place;
(iv) UNOPS elects not to proceed with the ITB in whole or in part; or
(v) UNOPS exercises any other rights under the ITB.

12. BID VALIDITY PERIOD

12.1 Bids shall remain valid for acceptance by UNOPS for the entire period set out in **Section I: Bid Particulars.** A bid valid for a shorter period of time shall not be further considered.

12.2 Prior to expiration of the bid validity period, UNOPS may request in writing that the bidders extend the validity of their bids with the same conditions. The bid of Bidders who decline to extend the validity of their bid shall become disqualified as no longer valid.

13. PARTIAL BIDS

13.1 Bidders must offer goods and/or services for the total requirement requested under Section IV: Schedule of Requirements unless if so stated in **Section I: Bid Particulars**. Bids offering only part of the requirements may be rejected unless permitted otherwise in **Section I: Bid Particulars.**

13.2 If indicated in **Section I: ITB Particulars** that bids are being invited for individual contracts (lots) and unless otherwise indicated in **Section I**, bidders must offer 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. If applicable, the methodology of evaluation to determine the award of multiple lot combinations will be specified in Section III, Evaluation Criteria.

14. ALTERNATIVE BIDS

14.1 Bidders shall not submit more than one bid per Bidder in this ITB process, with the exception of alternative offers if so provided for in **Section I: Bid Particulars**. Where the conditions for its acceptance are met, UNOPS reserves the right to award a contract based on an alternative bid.

14.2 If **Section I: Bid Particulars** states that alternative bids shall not be accepted, then these will not be evaluated. If a bidder submits more than one bid:

(i) All bids marked as “Alternative Bid” will be disqualified and only the bid marked as “Initial Bid” will be evaluated; or,
(ii) All bids will be rejected if no indication is provided as to which bid is the original bid and which is/are the alternative bid(s).

15. BID PRICES AND DISCOUNTS

15.1 The prices and discounts quoted by the Bidder in the Bid Submission Form shall conform to the requirements specified below.

15.2 All items and lots (if applicable) must be listed and priced separately in the Price Schedules.

15.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

15.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

15.5 The terms FCA, CPT and other similar terms shall be governed by the rules prescribed in the 2010 edition of Incoterms, published by The International Chamber of Commerce. The Incoterms rules and place of destination is specified in **Section IV: Schedule of Requirements**.

15.6 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in **Section I: Bid Particulars**. A Bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected, pursuant to Instructions to Bidders Article 26. However, if in accordance with **Section I,** prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

15.7 If indicated in **Section I: ITB Particulars** bids are being invited for individual contracts (lots) and unless otherwise indicated in Section I, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.

16. BID CURRENC(IES)

16.1 Prices in the bid shall be quoted in the currenc(ies) stated in **Section I: Bid Particulars**. If applicable, for comparison and evaluation purposes, UNOPS will convert the bid prices into USD at the official United Nations rate of exchange in force at the time of the Deadline for Bid Submission.

16.2 UNOPS reserves the right not to reject any bids submitted in a currency other than the mandatory bidding currenc(ies). UNOPS may accept bids submitted in another currency than stated above if the Bidder confirms during clarification of bids in writing that it will accept a contract issued in the mandatory bid currency and that for conversion the official United Nations operational rate of exchange of the day of ITB deadline as stated in the **Section I: Bid Particulars** shall apply. Regardless of the currency of bids received, the contract will always be issued and subsequent payments will be made in the mandatory bidding currency above.

17. DUTIES AND TAXES

17.1 Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNOPS as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All bids shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in **Section I: Bid Particulars**.

18. BID SECURITY

18.1 The Bidder shall furnish as part of its bid, a Bid Security, if required in **Section I: Bid Particulars.**

18.2 The Bid Security shall be in the amount specified in **Section I: Bid Particulars** and shall:

(a) Be in the same currency as stipulated in Instructions to Bidders, Article 16.

(b) Be in the form of a bid bond, a bank guarantee or irrevocable Letter of Credit issued by an accredited bank, acceptable to UNOPS, in the form provided in the solicitation documents, or another form acceptable to UNOPS and valid for thirty (30) days beyond the period of bid validity prescribed by UNOPS pursuant to Article 12, Bid Validity Period. Any unsecured bid may be rejected by UNOPS.

18.3 Unsuccessful Bidders' bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by UNOPS pursuant to Article 12, Bid Validity Period.

18.4 The successful Bidder(s)' bid securities will be discharged/returned upon the Bidder executing the contract, pursuant to Article 33, Signing of Contract.

18.5 The bid security may be forfeited:

a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the bid submission form; or
b. In the case of the successful Bidder, if the Bidder fails to sign the contract in accordance with Article 33, Signing of Contract.

19. FORMAT AND SIGNING OF BIDS

19.1 The bid shall be typed and shall be signed in indelible ink by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

16.3 A bid shall contain no interlineations, erasures, or overwriting. If necessary to correct errors made by a Bidder, hand written corrections to the bid may be made before the submission and/or the Deadline for Bid Submission. In this case, such corrections shall be initialled by the person or persons who signed the bid.

20. LANGUAGE OF BIDS

20.1 All bids, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this bid process shall be in the language set out in **Section I: Bid Particulars.**

20.2 Supporting documents may be submitted in their original language. If such language is different from that set out in **Section I: Bid Particulars**, the supporting documents shall be submitted together with a translation of the supporting documents' relevant excerpts. In any such case, for interpretation of the bid, the translation shall prevail. The sole responsibility for translation and the accuracy thereof, shall rest with the Bidder.

21. DEADLINE FOR BID SUBMISSION

21.1 All bids shall be received by UNOPS by no later than the time and date set out in **Section I: Bid Particulars**. It shall be the sole responsibility of the bidders to ensure that their bid is received by the Closing Date. Bids submitted after the Deadline for Bid Submission shall be rejected.

21.2 UNOPS may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 3 Amendment of solicitation documents. In this case, all rights and obligations of UNOPS and Bidders previously subject to the deadline, will thereafter be subject to the new deadline as extended.

22. BID SUBMISSION

22.1 All bids shall be submitted to UNOPS in accordance with the requirements set out in this ITB, including in **Section I: Bid Particulars**.
Bids that are not submitted in accordance with the provisions set out in this ITB shall be rejected.

23. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

23.1 Prior to the Deadline for Bid Submission, a bidder may withdraw, substitute, or modify its submitted Bid by sending a written notice to UNOPS. However, after the Deadline for Bid Submission, the bids shall remain valid and open for acceptance by UNOPS for the entire Bid Validity Period, as may be extended.

23.2 Bids for which withdrawal has been requested prior to the deadline for submission of the bids shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, UNOPS shall have the right to discard such bid unopened without further notice to the Bidder. UNOPS shall not be responsible to return the bid to the Bidder at UNOPS' cost.

24. OPENING OF BIDS

24.1 Bids will be opened by a UNOPS bid opening panel consisting of at least two personnel. Bidders may attend the opening of the bids, if stated in **Section I: Bid Particulars.**

25. CLARIFICATION OF BIDS

25.1 UNOPS may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders' responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by UNOPS in the Evaluation of the bids, in accordance with Instructions to Bidders Article 27.

25.2 UNOPS may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account

26. COMPLIANCE OF BIDS

26.1 UNOPS's determination of a bid's compliance is to be based on the contents of the bid itself.

26.2 A substantially compliant Bid is one that meets or exceeds the requirements under the Schedule of Requirements and the Evaluation Criteria of the ITB without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in any substantial way the scope, quality, or performance of the Goods and/or Services specified in the Schedule of Requirements; or
(b) limits in any substantial way, inconsistent with the Bidding Documents, UNOPS' rights or the Bidder's obligations under the Contract; or
(c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially compliant bids.

26.3 If a bid is not substantially compliant to the Bidding Documents, it shall be rejected by UNOPS and may not subsequently be made compliant by the Bidder by correction of the material deviation, reservation, or omission.

27. MINOR INFORMALITIES, ERRORS, OR OMISSIONS

27.1 Provided that a Bid is substantially compliant, UNOPS may waive any minor informalities, errors or omissions in the Bid that do not constitute a material deviation. These are a matter of form and not of substance that can be corrected or waived without being perjudicial to other Bidders.

27.2 Provided that a bid is substantially compliant, UNOPS may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify minor informalities, errors or omissions in the Bid.

27.3 Provided that the Bid is substantially compliant, UNOPS shall correct arithmetical errors on the following basis:

(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 UNOPS 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

(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 subject to (a) and (b) above.

27.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security may be forfeited.

28. PRELIMINARY EXAMINATION

28.1 Upon opening of the bids, UNOPS shall proceed to a preliminary examination of the bids to confirm that all documents and technical documentation requested in Instructions to Bidders Article 10, Documents comprising the bid, have been provided, and to determine the completeness of each document submitted. UNOPS may reject any bid during the preliminary examination which does not comply with the formal and eligibility requirements set out in Section III: Evaluation criteria, without further consultation with the bidder.

28.2 Bids which are incomplete, frivolous, or that contain material deviations from or reservations to the terms of the Contract, may, in UNOPS absolute discretion, be rejected or excluded from further consideration at any time during the evaluation, including after preliminary examination.

29. EVALUATION OF BIDS

29.1 To evaluate a Bid, UNOPS shall only use all the methodologies and criteria defined in the ITB. No other criteria or methodology shall be permitted.

29.2 All bids found substantially compliant with the formal and eligibility criteria under Article 28, Preliminary Examination, will go through subsequent evaluation as follows:

1. Qualification criteria (if included in Section III: Evaluation Criteria). Only bidders meeting the minimum qualification criteria will be deemed qualified and be evaluated further.
2. Technical evaluation will be conducted to establish substantial compliance, as per criteria included in Section III. When the specifications of the item/s quoted vary in one or more significant aspect/s from the minimum required technical specifications, or when the bid does not meet the delivery schedule, the bid will not be considered substantially compliant and will not be evaluated further.
3. The prices of bids found to be substantially compliant, will be compared to identify the most substantially compliant bid which represents the lowest overall costs to UNOPS.

29.3 After completion of the evaluation but prior to award, UNOPS reserves the right to conduct background checks on the Bidder recommended for award, to confirm the Bidder meets the eligibility, qualifications and technical requirements set forth in this ITB and to reject bidders not deemed to have met such requirements. Bidders shall permit UNOPS representatives to access their facilities at any reasonable time to inspect the Bidder's premises.

30. AWARD CRITERIA

30.1 In the event of a Contract award, UNOPS shall award the Contract to a Bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest priced, substantially compliant offer to the Bidding Documents. UNOPS reserves the right to conduct negotiations with the bidder recommended for award on the content of their bid.

31. UNOPS RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

31.1 At the time the Contract is awarded, UNOPS reserves the right to increase or decrease the quantity of Goods and/or Services originally specified in **Section IV, Schedule of Requirements**, provided this does not exceed the percentages specified in Section IV: Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the bid and the ITB.

32. NOTIFICATION OF AWARD

32.1 Prior to the expiration of the period of bid validity, UNOPS will notify the successful Bidder in writing by email or post, that its bid has been accepted. The notifications of award will constitute the formation of the contract. Please note that the Bidder, if not already a registered vendor, will be required to complete a vendor registration process on the UNGM prior to the signature and finalization of the contract.

33. SIGNING OF CONTRACT

33.1 At the same time as UNOPS notifies a successful Bidder that its bid has been accepted, UNOPS will invite the Bidder, provided the Bidder is successfully registered on the UNGM, to sign the final version of the Contract provided in the Bidding Documents, incorporating all agreements between the parties.

34. PERFORMANCE SECURITY

34.1 Within the number of days as specified in **Section I: Bid Particulars** of receipt of the Contract from UNOPS, the successful Bidder, if required, shall furnish the Performance Security using for that purpose the Performance Security Form included in **Section VI Contract Forms**, or another Form acceptable to UNOPS. UNOPS shall promptly discharge the Bid Securities of the unsuccessful Bidders pursuant to Instructions to Bidders Article 18.

34.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event UNOPS may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by UNOPS to be qualified to perform the Contract satisfactorily.

35. PAYMENT TERMS

35.1 UNOPS will ordinarily effect payment within 30 days after receipt of the services/goods and on submission of payment documentation unless otherwise stated in **Section I: Bid Particulars**. Time in connection with discounts offered for accelerated payment will be computed from the date of receipt of payment documents by UNOPS. Payment discounts will not be considered in the financial evaluation.

35.2 Unless otherwise stated in **Section I: Bid Particulars**, UNOPS will not accept requests from Bidders to make advanced payments on the contract signed, i.e. payments made prior to receipt of goods and/or services.

35.3 If so accepted in **Section I: Bid Particulars**, a request from the bidder for advance payment shall be justified in writing by the bidder in its bid. This justification must explain the need for the advance payment, itemize the amount requested, and provide a time-schedule for utilization of the requested advance payment amount. If such request is duly accepted by UNOPS, UNOPS may require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment, in the form included in Section VI Contract Forms, or another Form acceptable to UNOPS.

36. CONTRACT MANAGEMENT

36.1 UNOPS will continuously manage the contractor's performance during the entire contract period and will conduct performance evaluation based on Key Performance Indicators (KPIs) or Service Level Agreements (SLA) if so specified in Section IV: Schedule of Requirements.

36.2 Except under the circumstances of Force Majeure as described under the UNOPS General Conditions of Contract, if the Contractor fails to deliver any or all of the goods by the date(s) of delivery or perform the services tied to the delivery of goods within the period specified in the Contract, UNOPS may, without prejudice to any or all its other remedies under the Contract and if so stated in **Section I: Bid Particulars**, deduct from the Contract price, as liquidated damages, a sum of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to the General Conditions of Contract.

37. PUBLICATION OF CONTRACT AWARD

37.1 UNOPS shall publish in its website (https://data.unops.org) information regarding the purchase order(s) awarded as a result of this ITB. After publication of the award, unsuccessful Bidders may request in writing to UNOPS for a debriefing seeking explanations on the grounds on which their bids were not selected. UNOPS shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

38. OTHER UNOPS RIGHTS

38.1 Subject to Article 29, UNOPS shall have no obligation to accept any bid, including the bid with the lowest price.

38.2 UNOPS may, in its absolute discretion, do all or any of the following:

(i) require additional information from bidders;
(ii) change the structure and timing of the ITB;
(iii) alter, terminate, suspend or defer the bid process or any part of or activity in it;
(iv) consider or accept or reject any bid which is non-conforming;
(v) request, attend or conduct any site inspections or clarification meetings;
(vi) request, attend or observe any product, plant, equipment or other demonstration, trial or test, provided UNOPS acts reasonably in so doing;
(vii) abandon, cancel or otherwise not proceed with the bid process at any time prior to the award of a contract, without any liability toward the bidders and without providing any reason or notice to bidders.

39. CONFIDENTIALITY

39.1 All information and documents provided to the bidders by UNOPS shall be treated as confidential by the bidders and shall:

(i) remain the property of UNOPS;
(ii) not be used for any purpose other than the purpose of preparing a bid; and
(iii) be immediately returned to UNOPS in the event the bidder declines to respond to this ITB, or, in the event of a rejected or an unsuccessful bid, within fifteen days of being notified by UNOPS that its bid was rejected or unsuccessful.

39.2 All information and documents provided to the bidders by UNOPS shall not be disclosed to any third party, except:

(i) with the prior written consent of UNOPS;
(ii) where the third party is assisting a bidder in preparing the bid, provided the bidder has previously ensured that party's adherence to this duty of confidentiality;
(iii) if the information or documents is/are at the time of this ITB lawfully in the possession of the bidder through a party other than UNOPS;
(iv) if required by law, and provided that the bidder has previously informed UNOPS in writing of its obligation to disclose the information or documents; or
(v) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.

40. ETHICS AND CORRUPT PRACTICES

40.1 UNOPS requires that all bidders observe the highest standard of ethics during the entire bid process, as well as the duration of any contract that may be awarded as a result of this bid process. Therefore, all bidders shall represent and warrant that they:

(i) have not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the bid process and any contract that may be awarded a result of this bid process;

(ii) have no conflict of interest that would prevent them from entering into a contract with UNOPS, and shall have no interest in other bidders or parties involved in this bid process or in the project underlying this bid process;

(iii) have not engaged, or attempted to engage, in any Proscribed Practices in connection with this ITB process or the contract that may be awarded as a result of this ITB process. For the purposes of this provision, Proscribed Practices are defined in the UNOPS Vendor Sanctions Procedures, and include:

- A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- A fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- A coercive practice is an act or omission that impairs or harms, or threatens to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;
- A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- An unethical practice: Conduct or behavior that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with UNOPS;
- Obstruction: Acts or omissions by a Vendor that prevent or hinder UNOPS from investigating instances of possible Proscribed Practices.

40.2 In the event that a bidder fails to comply with any of the above representations and warranties, UNOPS shall have the right to reject the bid submitted by such bidder, and to terminate any contract that may have been awarded as a result of this bid process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the bidder may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

41. AUDIT

41.1 UNOPS may conduct investigations relating to any aspect of the Contract award at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNOPS access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNOPS hereunder.

42. BID PROTEST

42.1 Any bidder that believes to have been unjustly treated in connection with this bid process or any contract that may be awarded as a result of such bid process may submit a complaint to UNOPS' General Counsel. More information about bid protests can be found on UNOPS' website at www.unops.org.

UNOPS

Section III: Evaluation Criteria

UNOPS's evaluation of a bid shall take into account, in addition to the Bid Price quoted, the following evaluation criteria.

Eligibility and Formal Criteria – evaluated on Pass/Fail basis and checked during Preliminary Examination

Criteria	Documents to establish compliance with the criteria
1. Bidder is eligible as defined in Instructions to Bidders, Article 4	• Form C: Bidder Information Form • Form D: Joint Venture Partner Information Form, all documents as required in the Form, in the event that the Bid is submitted by a Joint Venture. • Form E: Bid Submission Form
2. Completeness of the Bid. All documents and technical documentation requested in Instructions to Bidders Article 10 have been provided and are complete	• All documentation as requested under Instructions to Bidders Article 10, Documents Comprising the Bids
3. Bidder accepts UNOPS General Conditions of Contract as specified in Section VI	• Form E: Bid Submission Form
4. Bid Security	• Not Required

Qualification criteria – evaluated on Pass/Fail basis

Criteria	Documents to establish compliance with the criteria
1. Bidder should be in continuous business of supplying the similar food items during the last 2 (two) years prior to bid opening.	• Form K: Performance Statement Form
2. The bid's Delivery Requirements (including Incoterms rule(s) requested) are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section IV: Schedule of Requirements.	• Form E: Bid Submission Form • Form F: Price Schedule Form • Form H: Delivery Schedule and Breakdown Form

Technical criteria

Criteria	Documents to establish compliance with the criteria
1. Goods/services offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section IV: Schedule of Requirements.	• Form G: Technical Bid Form • Product Sample

UNOPS

Section IV: Schedule of Requirements

A. Summary of Requirements

UNOPS requirements are comprised of the following

Lot No	DESCRIPTION	Unit	QTY (in Packet)
1	Rice	12 kg / pack	23,040
2	Instant Cereal	30 sachets /pack	9,600
	Instant Congee	12 sachets/pack	14,400
	Full Cream Milk Powder	20 sachets/pack	19,200

B. Technical specifications for Goods and Comparative Data Table

Lot	Description	Specification
1	Rice	**1. GRAIN COMPOSITION** (a) Rice 90% (b) Broken 10% N.B Size of Broken (Not less than 0.25 and not more than 0.6) The grain with length of 0.75 and above shall be not less than 70% (c)Small broken not more than 2%
		2. PADDY Maximum: 20 grains per kg
		3. MAXIMUM ALLOWANCE OF MIXTURE (a) DAMAGE- Yellow : 1st half of the year 1.0% Yellow : 2nd half of the year 2.0% Otherwise damaged 3.0% (b)Foreign Matters 1.0% (c) Foreign Kernels - (d)Red &Red Streaked Kernels 3.0% (d)Chalky Kernels 7.0% Immature Grains - nil
		4. MILLLING DEGREE Reasonably well milled
		5. MOISTURE CONTENT Not More than 14% N.B (1) Size of broken is determined in proportion to the average length of the unbroken kernels. (2) Maximum allowance of mixture in damage, red and red streaked kernels and chalky kernels may be measured from the rice.
		Packing Feature (a)Net weight of one pack : 12kg/pack (b) Inner (Primary) packing : Opaque plastic bag (c) Outer (Secondary) packing : Airtight poly propylene bag (PP bag) (d) UNOPS Logo and PGK Logo: On (Secondary) outer packing (1 Sided) logo will be provided Packing bags will be of uniform weight and will be serviceable.

Lot	Description	Specification
2	Instant Nutritious Cereal	Packing size : 30 sachets/pack
		Net weight of one pack : (750gm) Approximate
		Expiry Date : 9 months Minimum
		Myanmar FDA Registered
	Instant Congee	Packing size : 12 sachets/pack
		Net weight of one sachet : (25gm) Approximate
		Flavour : Chicken Flavour (Normal)
		Expiry Date : 9 months Minimum
		Myanmar FDA Registered
	Full Cream Milk Powder	Packing size : 20 sachets/pack
		Net weight of one pack : (400gm) Approximate
		Expiry Date : 9 months Minimum
		Myanmar FDA Registered

C. Delivery requirements and Comparative Data Table:

UNOPS Requirements	
Delivery time	Bidder shall deliver the goods as per Form H : Delivery Schedule and Breakdown
Delivery place and Incoterms rules	As per Form H: Delivery Schedule and Breakdown Form DAP Final Destination
Consignee details	UNOPS, Myanmar
UNOPS Right to vary requirements	At the time the Contract is awarded, UNOPS reserves the right to vary the quantity of the goods and associated services specified above, provided this does not exceed +/- 20% , without any change in the unit prices or other terms and conditions of the ITB.

UNOPS

Section V: Returnable Bidding Forms

Note to Bidders: Instructions to complete each Form are highlighted in blue in each Form. Please complete the Returnable Biding Forms as instructed and return them as part of their bid submission.

This Section comprises the following Returnable Bidding Forms:

- Form A: Bid/No Bid Confirmation Form
- Form B: Checklist Form
- Form C: Bidder Information Form
- Form D: Joint Venture Partner Information Form (If Applicable)
- Form E: Bid Submission Form
- Form F: Price Schedule Form
- Form G: Technical Bid Form
- Form H: Delivery Schedule and Breakdown Form
- Form I: Bid Security Form (Not Required)
- Form J: Manufacturer's authorisation form (Not Required)
- Form K: Performance Statement Form
- Form L: No Adverse Action Confirmation Form (Not Required)

UNOPS

Form A: Bid/No Bid Confirmation Form

If after assessing this opportunity you have made the determination not to submit your bid, we would appreciate if you could return this form indicating your reasons for non-participation.

Date:

To: UNOPS
(Insert name and office of contact person)
Fax/email (Insert UNOPS contact person's email (do not enter secure bid email address)

From: [Insert name of bidder]

Subject ITB reference MYA/17/MMOC/PR/ITB-NCB/0021

Insert an X where applicable	Description
	YES, we intend to submit a bid.
	NO. We are unable to submit a competitive offer for the requested goods/services at the moment

If you selected NO above, please state the reason(s) below:

Insert an X where applicable	Description
	The requested goods/services are not within our range of supply
	We are unable to submit a competitive offer for the requested products at the moment
	The requested products are not available at the moment
	We cannot meet the requested specifications
	We cannot offer the requested type of packing
	We can only offer FCA prices
	The information provided for quotation purposes is insufficient
	Your ITB is too complicated
	Insufficient time is allowed to prepare a bid
	We cannot meet the delivery requirements
	We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.)
	Sustainability criteria/requirements are too stringent (if applicable)
	We do not export
	We do not sell to the UN
	Your volume is too small and does not meet our order quantity
	Our production capacity is currently full
	We are closed during the holiday season
	We had to give priority to other clients' requests
	We do not sell directly but through distributors
	We have no after-sales service available
	The person handling the bids is away from the office
	Other (please provide reasons):
	We would like to receive future ITBs for this type of goods
	We don't want to receive ITBs for this type of goods

If UNOPS has questions to the Bidder concerning this NO BID, UNOPS should contact Mr./Ms. (_____), phone (_____), email (_____), who will be able to assist.

UNOPS

Form B: Bid Checklist Form

Bidders are requested to complete this form and return it as part of their bid submission.

ITB reference no: MYA/17/MMOC/PR/ITB-NCB/0021
Name of Bidder: [insert name of bidder]
Date: [insert submission date]

Before submitting your Bid, please ensure compliance with the instructions included in Section I: ITB Particulars, Article 22, Bid Submission

Activity	Yes/No/NA	Page # in your bid	If NO provide comment
Have you duly completed all the Returnable Bidding Forms?	☐ **YES** ☐ **NO** ☐ **NA**		
• Form B: Checklist Form	☐ YES ☐ NO ☐ NA		
• Form C: Bidder Information Form	☐ YES ☐ NO ☐ NA		
• Form D: Joint Venture Partner Information Form	☐ YES ☐ NO ☐ NA		
• Form E: Bid Submission Form	☐ YES ☐ NO ☐ NA		
• Form F: Price Schedule Form	☐ YES ☐ NO ☐ NA		
• Form G: Technical Bid Form	☐ YES ☐ NO ☐ NA		
• Form H: Delivery Schedule and Breakdown Form	☐ YES ☐ NO ☐ NA		
• Form K: Performance Statement Form	☐ YES ☐ NO ☐ NA		
Have you provided the required documents to establish compliance with the evaluation criteria established in Section III?	☐ **YES** ☐ **NO** ☐ **NA**		
• Product Samples for each product	☐ YES ☐ NO ☐ NA		

UNOPS

Form C: Bidder Information Form

The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.

ITB reference no: MYA/17/MMOC/PR/ITB-NCB/0021
Name of Bidder: [insert name of bidder]
Date: [insert submission date]

1. Background and Expertise of Organization:

Full legal name of Bidder	[complete]
What year was your firm/organization established?	[complete]
Address of registered office	[complete]
Name of bidder Representative	complete]
Has your firm/organization ever filed or petitioned for bankruptcy? (If YES, explain in detail the reasons why, filing date, and current status.)	[complete]

2. UNGM Registration and UNOPS Vendors

As part of the bid, it is desired that the Bidder goes to the United Nations Global Marketplace (UNGM) registration website: https://www.ungm.org/Registration/RegisterSupplier.aspx and fills out the registration.
If the Bidder is already registered with UNGM, please provide your UNGM registration number in the table below and please ensure that your firm's information on UNGM is current.

The Bidder may still 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.

Are you a UNGM registered vendor?	☐ Yes ☐ No If yes, [insert UGNM vendor number]
Are you a UNOPS vendor?	☐ Yes ☐ No If yes, [insert UNOPS vendor ID]

3. Contact details of persons that UNOPS may contact for requests for clarification during bid evaluation:

Name/Surname	[complete]
Title	[complete]
Tel Number (direct)	[complete]
Email address (direct):	[complete]

PS: This person must be available during the next two weeks following receipt of bid

UNOPS

Form D: Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

ITB reference no: MYA/17/MMOC/PR/ITB-NCB/0021
Name of Bidder: [insert name of bidder]
Date: [insert submission date]

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

JV / Consortium/ Association Information	
Name	[complete]
Names of each partner and contact information (address, telephone numbers, fax numbers, e-mail address)	[complete]
Name of leading partner (with authority to bind the JV, Consortium, Association during the Bidding process and, in the event a Contract is awarded, during contract execution)	[complete]
Proposed proportion of responsibilities between partners (in %) with indication of the type of the goods/services to be delivered by each	[complete]

Signatures of all partners of the JV:

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNOPS for the fulfillment of the provisions of the Contract.

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

UNOPS

Form E: Bid Submission Form

Bidders are requested to complete this form, sign it and return it as part of their bid submission. The bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Date: [Insert submission date]

Subject: Bid for the supply of Rice and Nutrition Package in Myanmar, Yangon
ITB Case No**. MYA/17/MMOC/PR/ITB-NCB/0021,** dated **05-April-2017**

We, the undersigned, declare that:

a. We have examined and have no reservations to the bidding documents, including amendments No.: (Insert the number and issuing date of each amendment);
b. We offer to supply in conformity with the bidding documents, including the UNOPS General Conditions of Contract, and in accordance with the delivery schedules specified in the Schedule of Requirements
c. The total price of our bid, excluding any discounts offered in item (d) below, is: (Insert the total bid price in words and figures, indicating the various amounts and the respective currencies);
d. The discounts offered and the methodology for their application are:

- **Discounts**: If our bid is accepted, the following discounts shall apply. (Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies, including if applicable discounts for accelerated payment.)
- **Methodology of application of the discounts**: The discounts shall be applied using the following method: (Specify in detail the method that shall be used to apply the discounts);

e. Our bid shall be valid for the period of time of **60 days** from the date fixed for the bid submission deadline as set out in the ITB, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
f. If our bid is accepted, and if so requested in Section I: Bid Particulars, we commit to obtain a performance security in accordance with Instructions to Bidders Article 34 and the General Conditions of the Contract;
g. We have no conflict of interest in any activity that would put it, if selected for this assignment, in a conflict of interest with UNOPS;
h. We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.
i. Our firm confirms that the Bidder and sub-contractors have not been associated, or had been involved in any way, directly or indirectly, with the preparation of the design, terms of references and/or other documents used as a part of this solicitation;
j. We embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact;
k. Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UNOPS, nor is included in the suspended/ineligibility list of the UN/PD, other UN Agencies, the UN Security Council, and the World Bank, in accordance with Instructions to Bidders Article 4, Eligibility;
l. We have not offered and will not offer fees, gifts and/or favours of kind in exchange for this ITB and will not engage in any such activity during the performance of any contract awarded.
m. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

I, the undersigned, certify that I am duly authorized by [***insert full name of bidder***] to sign this bid and bind [***insert full name of bidder***] should UNOPS accept this bid:

Name : _____
Title : _____
Date : _____
Signature : _____

[*Stamp form of bid with official stamp of the bidder*]

UNOPS

Form F: Price Schedule Form

ITB reference no: MYA/17/MMOC/PR/ITB-NCB/0021

Name of Bidder: [insert name of bidder]

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

Prices for Goods

Lot No	DESCRIPTION	Unit	QTY	CURRENCY: MMK	
			(in Packet)	UNIT PRICE	TOTAL PRICE
1	Rice	12 kg / pack	23,040		
2	Instant Cereal	30 sachets /pack	9,600		
	Instant Congee	12 sachets/pack	14,400		
	Full Cream Milk Powder	20 sachets/pack	19,200		

I, the undersigned, certify that I am duly authorized by [***insert full name of bidder***] to sign this bid and bind [***insert full name of bidder***] should UNOPS accept this bid:

Name : _____

Title : _____

Date : _____

Signature : _____

UNOPS

Form G: Technical Bid Form

ITB reference no: MYA/17/MMOC/PR/ITB-NCB/0021

Name of Bidder: [insert name of bidder]

Bidders are required to complete the **Comparative Data Tables** included in Section IV: Schedule of Requirements to demonstrate compliance with UNOPS requirements and insert them below. Bidders are NOT allowed to make any change in the "UNOPS requirements" columns of the Comparative Data Tables. Such changes might disqualify your quotation.

Technical specifications for Goods – Comparative Data Table

Lot	Description	Specification	Please Fill in Yes/No
1	Rice	**1. GRAIN COMPOSITION** (a) Rice 90% (b) Broken 10% N.B Size of Broken (Not less than 0.25 and not more than 0.6) The grain with length of 0.75 and above shall be not less than 70% (c)Small broken not more than 2%	
		2. PADDY Maximum: 20 grains per kg	
		3. MAXIMUM ALLOWANCE OF MIXTURE (a) DAMAGE- Yellow : 1st half of the year 1.0% Yellow : 2nd half of the year 2.0% Otherwise damaged 3.0% (b)Foreign Matters 1.0% (c) Foreign Kernels - (d)Red &Red Streaked Kernels 3.0% (d)Chalky Kernels 7.0% Immature Grains - nil	
		4. MILLLING DEGREE Reasonably well milled	
		5. MOISTURE CONTENT Not More than 14% N.B (1) Size of broken is determined in proportion to the average length of the unbroken kernels. (2) Maximum allowance of mixture in damage, red and red streaked kernels and chalky kernels may be measured from the rice.	
		Packing Feature (a)Net weight of one pack : 12kg/pack (b) Inner (Primary) packing : Opaque plastic bag (c) Outer (Secondary) packing : Airtight poly propylene bag (PP bag) (d) UNOPS Logo and PGK Logo: On (Secondary) outer packing (1 Sided) logo will be provided Packing bags will be of uniform weight and will be serviceable.	

Lot	Description	Specification	Please Fill in Yes/No
2	Instant Nutritious Cereal	Packing size : 30 sachets/pack	
		Net weight of one pack : (750gm) Approximate	
		Expiry Date : 9 months Minimum	
		Myanmar FDA Registered	
	Instant Congee	Packing size : 12 sachets/pack	
		Net weight of one sachet : (25gm) Approximate	
		Flavour : Chicken Flavour (Normal)	
		Expiry Date : 9 months Minimum	
		Myanmar FDA Registered	
	Full Cream Milk Powder	Packing size : 20 sachets/pack	
		Net weight of one pack : (400gm) Approximate	
		Expiry Date : 9 months Minimum	
		Myanmar FDA Registered	

I, the undersigned, certify that I am duly authorized by [***insert full name of bidder***] to sign this bid and bind [***insert full name of bidder***] should UNOPS accept this bid:

Name : _____

Title : _____

Date : _____

Signature : _____

UNOPS

Form H: Delivery Schedule and Breakdown Form

Delivery Schedule

Lot No	DESCRIPTION	Unit	1st Delivery	2nd Delivery	3rd Delivery	4th Delivery	Total
1	Rice	12 kg / pack	5,760	5,760	5,760	5,760	23,040
2	Instant Cereal	30 sachets /pack	4,800	2,400	2,400	-	9,600
	Instant Congee	12 sachets /pack	7,200	3,600	3,600	-	14,400
	Full Cream Milk Powder	20 sachets /pack	9,600	4,800	4,800	-	19,200

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Delivery Breakdown For Lot -1: Rice

Sr.No	Location	Unit	**1st Delivery** (31 May 2017)	**2nd Delivery** (07 July 2017)	**3rd Delivery** (06 Oct 2017)	**4th Delivery** (05 Jan 2018)
1	Aungban, Southern Shan State	Pkt	360	360	360	360
2	Tarchileik, Eastern Shan State.	Pkt	300	300	300	300
3	Namseng, Southern Shan State	Pkt	240	240	240	240
4	Taunggyi , Southern Shan State	Pkt	360	360	360	360
5	Hinthada, Ayeyarwaddy Division	Pkt	300	300	300	300
6	Myaung Mya , Ayeyarwaddy Division	Pkt	300	300	300	300
7	Pathein, Ayeyarwaddy Division	Pkt	420	420	420	420
8	Maubin, Ayeyarwaddy Division.	Pkt	360	360	360	360
9	Magway, Magway Division	Pkt	300	300	300	300
10	Shwe Bo ,Mandaly Division	Pkt	300	300	300	300
11	Chauk, Magway Division	Pkt	300	300	300	300
12	Pakokku , Magway Division	Pkt	360	360	360	360
13	Myingyan, Mandalay Division	Pkt	360	360	360	360
14	Hpa-An ,Kayin State	Pkt	300	300	300	300
15	Thahtone , Mon State	Pkt	300	300	300	300
16	Long Lone Township,Tanintheryi Division	Pkt	300	300	300	300
17	Myeik ,Tanintheryi Division	Pkt	300	300	300	300
18	Kawthoung,Tanintheryi Division	Pkt	300	300	300	300
Total Quantity			5760	5760	5760	5760

Delivery Breakdown for Lot 2: Nutrition Package

No	Township	State/Division	1st Delivery (31 May 2017)			2nd Delivery (31 August 2017)			3rd Delivery (30 November 2017)		
			Cereal	Congee	Milk Powder	Cereal	Congee	Milk Powder	Cereal	Congee	Milk Powder
1	Pyinmana	Nay Pyi Taw	40	60	80	20	30	40	20	30	40
2	Magway	Magway	48	72	96	24	36	48	24	36	48
3	Pakokku	Pakokku	100	150	200	50	75	100	50	75	100
4	Lashio	North Shan	320	480	640	160	240	320	160	240	320
5	Kyaukme	North Shan	100	150	200	50	75	100	50	75	100
6	Muse	North Shan	88	132	176	44	66	88	44	66	88
7	Monywa	Mandalay	80	120	160	40	60	80	40	60	80
8	Mawlamyaing	Mawlamyaing	60	90	120	30	45	60	30	45	60
9	Pathein	Ayeyarwaddy	180	270	360	90	135	180	90	135	180
10	Pyarpon	Ayeyarwaddy	40	60	80	20	30	40	20	30	40
11	Kangyidaunk	Ayeyarwaddy	20	30	40	10	15	20	10	15	20
12	Sittwe	Rakhine	400	600	800	200	300	400	200	300	400
13	Bago	Bago	400	600	800	200	300	400	200	300	400

14	Pyay	Bago	200	300	400	100	150	200	100	150	200
15	Chan Aye Thar Zan	Mandalay	80	120	160	40	60	80	40	60	80
16	Chan Myae Thar Zi	Mandalay	80	120	160	40	60	80	40	60	80
17	Aung Myay Thar Zan	Mandalay	80	120	160	40	60	80	40	60	80
18	Mahar Aung Myay	Mandalay	80	120	160	40	60	80	40	60	80
19	Kyaukse	Mandalay	180	270	360	90	135	180	90	135	180
20	Myingyan	Mandalay	28	42	56	14	21	28	14	21	28
21	PyinOoLwin	PyinOoLwin	28	42	56	14	21	28	14	21	28
22	Meiktila	Meiktila	24	36	48	12	18	24	12	18	24
23	Pyawbwe	Pyawbwe	12	18	24	6	9	12	6	9	12
24	Insein	Yangon	200	300	400	100	150	200	100	150	200
25	South Dagon	Yangon	80	120	160	40	60	80	40	60	80
26	North Dagon	Yangon	140	210	280	70	105	140	70	105	140
27	East Dagon	Yangon	20	30	40	10	15	20	10	15	20
28	N Okkalapa	Yangon	120	180	240	60	90	120	60	90	120

29	South Okkalapa	Yangon	120	180	240	60	90	120	60	90	120
30	Thanlyin	Yangon	80	120	160	40	60	80	40	60	80
31	Thekata	Yangon	80	120	160	40	60	80	40	60	80
32	Dawbon	Yangon	20	30	40	10	15	20	10	15	20
33	Shwepyita	Yangon	200	300	400	100	150	200	100	150	200
34	Myaungmya	Ayeyarwaddy	80	120	160	40	60	80	40	60	80
35	Hlaingtharyar	Yangon	80	120	160	40	60	80	40	60	80
36	Kyimyindine	Yangon	80	120	160	40	60	80	40	60	80
37	Wun Dwin	Meiktila	12	18	24	6	9	12	6	9	12
38	Myeik	Tanintharyi	80	120	160	40	60	80	40	60	80
39	Bogalay	Ayeyarwaddy	80	120	160	40	60	80	40	60	80
40	Lapandan	Bago	40	60	80	20	30	40	20	30	40
41	Taung Gyi	South Shan	40	60	80	20	30	40	20	30	40
42	Hlaing	Yangon	20	30	40	10	15	20	10	15	20
43	Toe Lin Aung Hospital, North Dagon	Yangon	80	120	160	40	60	80	40	60	80

44	Jivitadana Sangha Hospital, Shwe Gontine	Yangon	80	120	160	40	60	80	40	60	80
45	Central Office, Ahlone	Yangon	400	600	800	200	300	400	200	300	400
Total Quantity			4800	7200	9600	2400	3600	4800	2400	3600	4800

Name : _____

Title : _____

Date : _____

Signature : _____

Form I: Bid Security Form (BANK GUARANTEE) -

(NOT REQUIRED)

Form J: Manufacturer's Authorisation Form

(NOT REQUIRED)

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Form K: Performance Statement Form (Last 2 years)

ITB reference no: MYA/17/MMOC/PR/ITB-NCB/0021

Name of Bidder: [insert name of bidder]

Date: [insert submission date]

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Was the supplies of goods satisfactory
				As per Contract	Actual		

Name : _____

Title : _____

Date : _____

Signature : _____

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Form L: No Adverse Action Confirmation Form

(NOT REQUIRED)

Section VI: Contract Forms

VI-1: UNOPS General Conditions of Contract

In the event of a Contract, the following conditions of contract will apply:

- UNOPS General Conditions of Contract for goods

The conditions are available at: http://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx