

******* REQUEST FOR PROPOSAL *******

**The China International Centre for Economic and Technical Exchanges (CICETE),
Ministry of Commerce of the People's Republic of China**

Project No. and Title: 00062179/CPR/09/G02 PHASING-OUT OF INCANDESCENT LAMPS & ENERGY SAVING LAMPS PROMOTION (PIESLAMP)

Sub-Contract Scope of Work

1. Introduction

The Phasing-Out of Incandescent Lamps & Energy Saving Lamps Promotion (PIESLAMP) is an international co-operation project, which is sponsored by the Chinese Government represented by National Development and Reform Commission (NDRC), the United Nations Development Program (UNDP) and the Global Environment Facility (GEF). The objective of the PIESLAMP project is the enhanced promotion and resulting higher utilization of energy saving lamps (ESLs) in China through the transformation of the local lighting products market and the phasing-out of incandescent lamp production and sale. It is expected to contribute to the reduction of GHG emissions through the transformation of the Chinese lighting market towards more energy-efficient lighting products, technologies, and practices. This will be accomplished through three primary activities:

- **Lighting Industry Capacity Enhancement** – supporting the conversion of IL manufacturers to ESL lines, activities to improve the supply of high quality ESLs, and reduction in the environmental waste in production and disposal of ESLs.
- **ESL Market Development and Product Promotion** – activities to improve awareness about ESL options and applications, especially in lower income, rural areas.
- **ESL Policy and Institutional Support** – support policy and institutional activities that lock in the progress made through the other two components, including policy proposals regarding IL manufacturers business conversion and increasing market share of ESLs, along with a roadmap for IL phase-out and expanded ESL promotion.

The budget of the PIESLAMP is US\$ 14,000,000 granted by GEF. The project will be implemented for a period of three years. PIESLAMP is under National Execution. The National Executive Agency of PIESLAMP is the Department of Resources Conservation and Environmental Protection of NDRC. PIESLAMP Project Management Office (PMO) is responsible for project management and implementation. China International Center for Economic and Technical Exchanges (CICETE) is responsible for selection and bidding process of subcontracts under this project. PIESLAMP PMO will be responsible for the evaluation of the provided proposal.

2. Purpose of the RFP

The purpose of RFP is to provide overall guidance to offers on the technical requirements and method for submission of offers/proposals.

3. Tasks of Subcontractors

The Terms of References (TOR) of subcontractors, RFP and the Invitation Letter are regarded as a whole set of document.

Conditions of this Request for Proposals

4. Confirmation of Submission

Offers, who receive the RFP, are requested to confirm the receipt of the RFP and to indicate whether or not you intend to submit a proposal by fax (+86-10-84000609) **before 5:00 pm, Aug 31 2010** to the following:

Attention: NDRC/UNDP/GEF PHASING-OUT OF INCANDESCENT LAMPS & ENERGY SAVING LAMPS PROMOTION (PILESLAMP)

Mr. Ma Xiaochen

China International Center for Economic and Technical Exchanges

No.28, An Ding Men Dong Da Jie, Eastern District, Beijing 100007, P.R. China

Tel: +86-10-84000798

Fax: +86-10-84000609

5. Proposal Inquiries

All inquiries concerning this RFP shall be made in writing, citing the RFP Title, Page, Section and Paragraph, and submitted to:

Attention: NDRC/UNDP/GEF PHASING-OUT OF INCANDESCENT LAMPS & ENERGY SAVING LAMPS PROMOTION (PILESLAMP)

Mr. Ma Xiaochen

China International Center for Economic and Technical Exchanges

No.28, An Ding Men Dong Da Jie, Eastern District, Beijing 100007, P.R. China

Tel: +86-10-84000798

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Offers are encouraged to submit questions via fax.

All inquiries must be received no later than **Aug 31, 2010 at 5 P.M.** (Beijing Time)

Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective offers that has received the RFP. Inquiries received after this date and time will be addressed only if they are deemed by PILESLAMP PMO and CICETE to be critical to the competitive selection process.

6. Cost of proposal

The Offer shall bear all costs associated with the preparation and submission of the Proposal, CICETE will in no case is responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

7. Contents of the proposals

Proposals must be submitted separately for each contract. Each Offer may apply for any number of available contracts. Proposals must offer services for the total requirement specified in each respective TOR. Proposals offering only part of the requirement will be rejected. The Offer is expected to examine all corresponding instructions, forms, terms and specifications contained in the RFP. Failure to comply with these documents will be at the Offer's risk and may affect the evaluation of the Proposal.

8. Amendments of the RFP

At any time prior to the deadline for submission of Proposals, the PILESLAMP PMO and CICETE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offer, modify the RFP by amendment.

All prospective Offers that have received the RFP will be notified in writing of all amendments to the RFP.

9. Combined proposal

For implementing the contract works, the Offer may create a consortium or sub-contract other companies. In case of consortium, relevant agreement should be included into the Proposal. The Offer should be the leader of the consortium and must have the authority to decide on all issues of binding character on behalf of all consortium members. Proposal submitted on behalf of the consortium should be signed by the leader. An internal agreement stating division of responsibility, co-operation and payment issues among the members should be attached to the proposal.

10. Language of the proposal

The Proposals prepared by the Offer shall be in English and Chinese. All correspondence and documents relating to the Proposal exchanged by the Offer and the PILESLAMP PMO and CICETE shall be written in the English or Chinese language. Any printed literature furnished by the Offer may be written in another language so long as accompanied by an English and Chinese translation of its pertinent passages. For purposes of interpretation of the Proposal, the Chinese translation shall govern.

11. Copyright, patents and other proprietary rights

UNDP jointly with the Government of P.R. China shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP and the Government of P.R. China in compliance with the requirements of the applicable law.

12. Use of name, emblem of official seal of UNDP or the United Nations

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. Confidential nature of documents and information

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of this project, shall be treated as confidential and shall be delivered only to PILESLAMP PMO authorized officials on completion of work under this Contract.

The Contractor may not communicate at any time to any other person, Government or authority external to this project, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. Disputes

In the event of any dispute concerning the meaning to be given to any term in the RFP, a determination by the PILESLAMP PMO and CICETE in writing as to the meaning shall be final and conclusive.

15. Termination

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party.

PILESLAMP PMO and CICETE reserve the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case PILESLAMP PMO and CICETE shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination by PILESLAMP PMO and CICETE under this Article, no payment shall be due from PILESLAMP PMO and CICETE to the Contractor. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, PILESLAMP PMO and CICETE may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform PILESLAMP PMO and CICETE of the occurrence of any of the above events.

Proposal Preparation Instructions

16. Proposal Content

The Proposal shall comprise the following components:

- (a) Proposal submission form (Annex I)
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offer meets all requirements of respective TOR;
- (c) Price schedule, completed in accordance with clauses 18, 19 and 20;

17. Operational and technical proposal

The Offer shall structure the operational and technical part of its Proposal as follows:

- (a) Document to be presented
 - Copies of original documents defining the constitution or legal status, place of registration and principal place of business.
 - Written power of attorney of the signatory of the offer to commit the proposal (It is supposed that the proposal will be signed (stamped) by the company's director and power of attorney is required if the signature itself does not present sufficient commitment).
 - Offer authority to seek for financial information.
 - Information regarding any litigation, current or during the last 5 years in which offer is involved, the parties concerned and the disputed amount.

Failure in providing the above documentation may imply the rejection of the proposal.

- (b) Management and resource plan
This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offer's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offer should comment on its experience in similar projects and identify the person(s) representing the Offer in any future dealing with the PILESLAMP PMO.

This should fully explain the Offer's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offer's current capabilities/facilities and any plans for their expansion.

The curriculum vitae of senior professional members of the team should be included.

(c) Technical Proposal

This section should demonstrate the Offer's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offer's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offer considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

Proposal should contain tentative work plan for the contract works. Detailed work plan must be submitted in case of contract award to the Offer and will become an integral part of the contract.

The Technical Proposal should include

- i. Demonstration of Understanding of the Requirements for Services, including Assumptions
The Offer should include any assumptions as well as comments on the data, support services and facilities to be provided by the Government and UNDP as indicated in the TOR, or as may otherwise believe to be necessary.
- ii. Proposed Approach, Methodology, Timing and Outputs
The Offer should include comments or suggestions on the TOR, as well as detailed description of the manner in which the Offer would respond to the TOR. The Offer should include the number of person-months in each specialization that is considered necessary to carry out all work required.
- iii. Proposed Team Structure
The composition of the team which the Offer would propose to provide in the country of assignment and/or at the home office, and the work tasks (including supervisory) which would be assigned to each. An organism illustrating the reporting lines, together with a description of such organization of the team structure, should support the proposal.
- iv. Proposed Project Team Members
The curriculum vitae of senior professional members of the team.

18. Proposal prices

The price proposal will be evaluated subject to the technical proposal is accepted. The Offer shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services / goods it proposes to supply under the contract. Offer shall provide a TOTAL PRICE per suggested contract.

The price component must cover all the services to be provided and must itemize the following:

- a) An all-inclusive rate per person-day (including honorarium and living expenses) for each team member to be assigned to the mission in the field and a rate for his/her work at the home office, if any.

- b) An all-inclusive amount for international travel (if required) and related expenses (indicating number of round trips per team member).
- c) An all-inclusive amount for local travel.
- d) Other costs, if any (indicating nature and breakdown).
- e) Summary of total cost for the services proposed.
- f) A proposed schedule of payments (Annex II), all of which must be expressed and will be effected in the currency of the proposal specified.

19. Proposal currencies

All prices shall be quoted in US dollars only. Contracts with Chinese companies will be denominated in local currency (RMB). Price of the contracts in RMB will be calculated based on the price in USD using UN/UNDP exchange rate at the moment of payments released.

20. Period of validity of proposals

Proposals shall remain valid for **thirty (30) days** after the date of Proposal submission, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the PILESLAMP PMO on the grounds that it is non-responsive.

In exceptional circumstances, the PILESLAMP PMO and CICETE may solicit the Offer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offer granting the request will not be required nor permitted to modify its Proposal.

21. Format and signing of proposals

The Offer shall prepare **ten copies** of the Proposal (**7 in Chinese and 3 in English**), clearly marking one "Original Proposal" in both Chinese and English and nine others "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The ten copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offer or a person or persons duly authorized to bind the Offer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offer, in which case such corrections shall be initialed by the person or persons signing the Proposal.

Submission of Proposals

22. Sealing and marking of proposals

The Offer shall seal the Proposal in one outer and one inner envelopes, as detailed below.

- (a) The outer envelope shall be addressed to –

Attention: NDRC/UNDP/GEF PHASING-OUT OF INCANDESCENT LAMPS & ENERGY SAVING LAMPS PROMOTION (PILESLAMP)

Mr. Ma Xiaochen

China International Center for Economic and Technical Exchanges

No.28, An Ding Men Dong Da Jie, Eastern District, Beijing 100007, P.R. China

Tel: +86-10-84000798

Fax: 01084000609

and, marked with –

Externally:

Attention:

SUB-CONTRACT #¹ -- TITLE
NOT TO BE OPENED BEFORE EVALUATION
(Sealed with signature or stamp)
Internally:
SUB-CONTRACT #-- TITLE (Technical and Financial proposal)

- (b) The inner envelope shall indicate the name and address of the Offer, clearly marking one as “Original” and nine others as “Copy”.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the PILESLAMP PMO and CICETE will not assume responsibility for the Proposal’s misplacement or premature opening.

23. Deadline for submission of proposals

Proposals must be received by CICETE at the address specified under clause *Sealing and marking of Proposals* no later than Submission Deadline (**Sep 7, 2010 at 5:00pm**) Beijing time.

24. Late Proposals

Any Proposal received by CICETE after the deadline for submission of proposals will be rejected.

25. Modification and withdrawal of Proposals

The Offer may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the PILESLAMP PMO and CICETE prior to the deadline prescribed for submission of Proposals.

The Offer’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Deadline for Submission of Proposals. The withdrawal notice may also be sent by fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

26. Evaluation and comparison of proposals

A cumulative analysis scheme will be used for the evaluation of the proposals. A total score is awarded upon the combination of weighted technical and financial attributes. The Offer’s response to the solicitation document will be evaluated and points are attributed based on how well they meet the defined desirable criteria. Cost is an award criterion and represents 30 percent out of a total score of 1000 of all the desirable factors.

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points (i.e. 490 points) in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% (490 points) score in the technical evaluation will be compared. The contract will be awarded to the Contractor with the highest combined technical and financial scores. Evaluation criteria are attached as Annex III.

27. Award of contract

The PILESLAMP PMO and CICETE reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring

#¹ : signifies the number of the contract as indicated in the Annex III for each respective Terms of Reference.

any liability to the affected Offer or any obligation to inform the affected Offer or Offers of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the CICETE will award the contract to the qualified Offer whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

Annex I

PROPOSAL SUBMISSION FORM (Sample)

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required in the Terms of Reference for the Contract # [insert the number of Contract as appropriate] sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 15 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

PRICE SCHEDULE (Sample)

A Price Schedule shall be provided per each suggested Contract. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

The format shown below should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Price Schedule - Request for Proposals for Services				
	Description of Activity/Item	Number of Staff	Monthly Rate	Estimated Amount
1.	Remuneration			
1.1	Services in Home office			
	• Senior Experts			
	• Junior Experts			
1.2	Services in Field			
	• Senior Experts			
	• Junior Experts			
2.	Out of Pocket Expenses			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment, and data			
2.6	Please add any other items			

TECHNICAL EVALUATION CRITERIA (Sample)

If the Offer does not have necessary licenses for carrying out relevant works in P.R. China, the Offer cannot participate in tendering process. The Technical Proposal should include (but not limit) the following aspects for evaluation.

1. Expertise of Firm / Organization submitting Proposal and experience of similar works

1.1 Reputation of Organization and Staff.

1.2 Litigation and Arbitration history.

1.3 General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls).

1.4 Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.

1.5 Quality assurance procedures, warranty

1.6 Relevance of:

- Specialized Knowledge
- Experience on Similar Program / Projects
- Experience on Projects in the Region
- Work for UNDP/ major multilateral/ or
- bilateral programs

2. Personnel

2.1 Task Manager

- International experience
- Training experience
- Professional experience in the area of specialization
- Knowledge of the region
- Language Qualifications (Chinese and English)

2.2 Senior Experts

- International experience
- Training experience
- Professional experience in the area of specialization
- Knowledge of the region
- Language Qualifications (Chinese and English)

2.3 Junior Experts

- International experience
- Training experience
- Professional experience in the area of specialization
- Knowledge of the region
- Language Qualifications (Chinese and English)

2.4 Organization Chart

3. Proposed Work Plan and Approach

3.1 To what degree does the Offer understand the task?

3.2 Have the important aspects of the task been addressed in sufficient detail?

3.3 Are the different components of the project adequately weighted relative to one another?

3.4 Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?

3.5 Is the conceptual framework adopted appropriate for the task?

3.6 Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation of the project?

3.7 Is the scope of task well defined and does it correspond to the TOR?

合同建议书要求（供参考）

商务部中国国际经济技术交流中心

项目名称和项目编码:

分包工作范围

1. **项目情况介绍** 由国家发展和改革委员会（NDRC）/联合国开发计划署（UNDP）/全球环境基金（GEF）共同发起的中国逐步淘汰白炽灯、加快推广节能灯（PIESLAMP）项目，旨在推动白炽灯生产企业转型，加快完善节能灯推广机制，以及制定中国逐步淘汰白炽灯、加快推广节能灯的路线图和专项规划。该项目的实施将有利于中国逐步淘汰白炽灯、加快推广高效照明产品，减少温室气体排放，改善全球环境。该项目总预算为 1400 万美元，实施周期为 3 年。

2. 建议书目标

本建议书要求旨在为递呈标书/投标提供技术要求和方法的全面指南。

3. 分包商任务

分包商任务书（TOR），投标建议书说明(RFP)和邀标信为一整套文件。

投标建议条件

4. 递呈确认

收到投标建议书的单位对收讫建议书加以确认，表明是否有意在 2010年8月31日17点之前通过传真（010-84000609）递交建议，确认函发送联系人及地址如下：

注明：项目名称

收讫人：马小辰

地址：北京市东城区安定门东大街 28 号 雍和大厦 C 座 11 层

邮编：100007

电话：(010) 84000798

传真：010-84000609

5. 建议书询价

所有与本投标建议书相关的询价必须以书面形式发送，注明投标建议书题目、页码、章节和段落，递呈至以下联系人和地址：

注意：项目名称

收讫人：马小辰

地址：北京市东城区安定门东大街 28 号 雍和大厦 C 座 11 层

邮编：100007

电话：(010) 84000798

传真：010-84000609

提倡投标通过电子邮件或传真形式提交问题：

所有询价到达时间必须不晚于 2010 年 8 月 31 日 17 时；

机构的书面回应（包括对询价的解释，无需指出询价来源）需要发送给所有收讫投标建议书的投标方。以上日期和时间后收到的询价仅在 PIESLAMP 项目办和 CICETE 认为对竞争性选择过程至关重要的情况下才会予以处理。

6. 建议书成本

投标方需承担所有与建议书准备与递呈相关的成本。无论询价行为或结果如何，CICETE 在任何情况下都不担负此成本或对此负责。

7. 建议书内容

对每份合同的建议书必须分开递交。每份建议书可以申请任何数目的供投标合同。建议书必须为每份相关任务书的所有要求提供服务，只满足部分要求的建议书会得到拒绝。投标方需要通读投标建议书中所有相应说明、表格、条件和名细。未能满足这些文件的要求可能影响到建议书评估的结果则将由投标方自行负责。

8. 投标建议书的修改

任何投标截止时限之前，PIESLAMP 项目办和 CICETE 可能因为任何理由，无论是因自身原因或为回应由未来投标的原因，修改本投标建议书。

所有收到本投标建议书的未来投标人都会以书面形式收到对本建议书的所有修改。

9. 共同建议

为执行合同工作，投标方可以成立一个共同体或分包给其他公司。在共同体的情况下，相关协议应纳入建议书。投标方应是共同体的领导者，需有代表所有共同体成员对所有有法律约束性问题的决定权。代表共同体递呈的建议书需由领导者签名。写明所有成员责任、合作及支付问题的内部协议应附在建议书之后。

10. 建议书语言

投标方准备的建议书应有英文和中文版本。所有在 PIESLAMP 项目办和 CICETE 之间交换的与建议书相关的联系信息和文件应以英文或中文书写。任何由投标方润色的印刷版文献可以以另外一种文字书写，只要相关段落有英文和中文的翻译。为本建议书解释之便，以中文翻译为准。

11. 版权、专利和其他专属权利

UNDP 与中华人民共和国政府享有所有知识产权和其他专属权利，包括但不限于产品、文件和其他在本合同执行过程中直接相关或产生或准备或收集的专利、版权和商标。应 UNDP 的要求，承包商能够可以采取所有相关步骤，执行所有必要文件，根据适用法律统筹协助确保这些专属权利，并将其转交给 UNDP 和中国政府。

12. 对 UNDP 或联合国官方印章的徽章、名字的使用

承包商不应以作为 UNDP 承包商的事实做广告或告之公众，承包商也不能以任何形式使用 UNDP 或联合国官方印章的徽章、名字和任何 UNDP 或联合国的缩写与其经营与其他相关联。

13. 文件和信息的保密性

所有地图、图纸、照片、拼制图、报告、建议、估测、文件和所有其他由承包商在此合同下编纂的数据的产权属于本项目，具有保密性，只能在本合同工作完成后递送给 PIESLAMP 项目办。

本合同不能在什么时候透露给本项目外的任何人、政府或当局，为得到 UNDP 授权情况下，任何与 UNDP 相关的信息不得公之于众，承包商在任何情况下不得使用这些信息谋取私利。这些义务并不在合同结束后失效。

14. 争端

如若出现对投标建议书中任何条款含义的争端，PIESLAMP 项目办和 CICETE 对条款含义的书面决定是最终的，结论性的。

15. 合同的终止

任何一方可以提前三十天以书面形式通知另一方，解释所有或部分原因，以终止合同。

PIESLAMP 项目办和 CICETE 保留提前 15 天通知，以书面形式终止本合同的权利，PIESLAMP 项目办和 CICETE 需向承包商补偿所有承包商收讫终止通知前的合理成本。

在任何由 PIESLAMP 项目办和 CICETE 在本条款下要求的终止，PIESLAMP 项目办和 CICETE 无需向承包商支付承包报酬。承包商应立即采取措施即刻有序地终结工作和服务，将损失和进一步开支减少到最小。

承包商如若出现破产，或被清算，或变得资不抵债，或为其债务人的利益承担任务，或因承包商资不抵债委托了一家收款机构，PIESLAMP 项目办和 CICETE 可以不受任何承包商可能有的权利或补救办法而终止本合同此后的继续。一旦发生上述情况，承包商应立即通知 PIESLAMP 项目办和 CICETE。

建议书准备说明

16. 建议书内容

建议书应包括以下组成部分：

- (1) 来自（附录 1）
- (2) 建议书操作和技术部分，包括展示投标满足相关任务书所有要求的文件；
- (3) 根据第 18、19 和 20 条完成的价格表；

17.操作和技术建议

投标应根据以下要求搭建本建议书的框架：

(1) 需提交文件

- 决定经营构成或法律地位，注册地和主营地的原始文件复印件；
- 对建议书承诺投标签字的书面委任书（如果签字本身无法代表足够承诺，建议书需由公司主管签字（盖章），同时需要委任书）；
- 提供索要财务信息的权力；
- 与任何诉讼、目前或与投标相关的过去 5 年内的，与各方相关的信息和争议数量。

无法提供以上文件可能会导致建议书被拒。

(2) 管理和资源计划

本章节应提供包括公司方向，包括成为法人单位的年份和国家，对投标目前活动的简要描述，应重点介绍与本建议书相关的服务。

本章节还应阐述会对此合同负责的机构单位，对此类项目的总体管理方法。本投标应就其在类似项目中的经验加以评论，指出代表本投标与 PILESLAMP 项目办今后的联系人。

这应进充分解释本投标在人员和设施方面对于实现该建议书要求的资源，应阐明投标目前的能力/设施和任何扩展计划。

团队高级专业成员的简历应包括在内。

(3) 技术建议

本章节应展示投标对于明细的反应度，指明具体的建议组成部分，具体分段落写明达到了各项要求；提供对关键绩效特点所建议担保的详细描述，证明所建议的方法将如何满足或超越明细。

本建议书的运行和技术部分不应包括对提供服务的任何定价信息。定价信息应分开表明，并且仅写在价格表的适当位置。

投标方建议书的数字标码系统必须与本投标建议书的数字标码系统相一致。所有与描述性的材料和册子相关的引述应该包括在恰当回应段落，尽管材料/文件本身可能被提供作为建议书/回应的附录。

投标方认为有专属所有权的信息，如若存在，应该被清晰地标为“专利所有”附到正文的相关部分，将会被视作专利所有。

建议书应该包括合同工作的试行工作计划。详细的工作计划必须在合同被授予投标方的情况下提交，成为合同的有机组成部分。

技术建议书应包括

1. 展示对服务要求的理解，包括想当然的理解；
投标书应该包括任何想当然的理解和对政府和 UNDP 在任务书中指出的数据、支持服务和设施和其他必要的评价；
2. 建议方法、方法论，时间安排和产出
投标书应该包括对任务书的评论或建议，以及投标书会对任务书做出回应方式的详细描述。投标书应该包括每个明细下被认为开展所有要求工作所必要的人数-月数。
3. 建议团队结构
投标方建议在任务国家和/或办公地所在国提供的团队构成以及分配给每个团队的工作任务（包括监督）。展示报告各栏和对此团队结构组织的描述应该支持这一建议。
4. 建议团队成员
团队高级专业成员的建立。

18. 建议价格

价格建议会根据已接受的技术建议来评估。投标方应在一张恰当的价格表上举例表明包含在这些询价文件中的建议在合同下提供的服务/商品的价格。投标方应根据合同要求提供一个**总价**。

价格组成部分必须覆盖所有提供的服务，必须列出以下条目：

1. 每个团队成员被委派到现场每人/天的一切费用价格和他/她在机构所在地工作的费用，如有此情况存在；
2. 国际差旅的总费用（如果需要）及相关开支（标明每个团队成员往返差旅数量）；
3. 国内差旅的总费用；
4. 其他成本，如存在的话（标明性质和明细）；
5. 建议服务总成本的总结；
6. 支付费用（附录 2）的建议表，所有必须以建议规定的货币表述和实现。

19. 建议书币种

所有价格必须都以美元报价。中国公司的合同会以本国货币（人民币）支付，按联合国/UNDP 在支付时刻的汇率将合同规定美元数折合成人民币进行支付。

20. 合同有效期

建议在建议书提交日后的 **90 天内** 依然有效，遵从最后期限条款。有效期比这一期限短的建议书可能会被 PILESLAMP 项目办拒绝，因为该建议书是不具备回应能力的。

在例外的情况下，PILESLAMP 项目办和 CICETE 可能会征询投标方的允许延长有效期限。这一要求和回应会以书面形式进行。同意此要求的投标方不会被要求会被允许修改此建议书。

21.建议书的版式和签署

投标方应准备 10 份建议书（7 份中文，3 份英文），恰当地清晰表明一份中、英双语标出的“建议书原本”，九份的“建议书副本”。这些建议书间如有任何差异存在，以原本为准。

建议书的十份拷贝应以清晰可认的墨水打印或书写，应由投标方或有权让投标方对合同负责的一人或多人签署。后者的权威应在与本建议书相伴的书面委托书中表明。

建议书不应包括任何投标方认为改正错误所必要的行间书写、涂抹和过多书写段落，在这种情况下此类修改应由签署该建议书的一人或多人发起。

建议书的递交

22. 建议书的封戳和标识

投标方应在一个外信封和一个内信封上盖章，具体如下：

(1) 外信封应寄至：

注意：项目名称

收讫人：马小辰

地址：北京市东城区安定门东大街 28 号 雍和大厦 C 座 11 层

邮编：100007

电话：(010) 84000798

传真：010-84000609

信封上标明

外部

注意：

分包合同#²——题目

评估前不得拆封

（用签名或印章封戳）

内部

分包合同#——（技术和财务建议）

(2) 内信封里应该表明投标方的名称和地址，清楚标明其中一份为“原件”其他九份为“副本”。

注意：如果内信封没有根据本条款的说明盖戳和标识，则 PILESLAMP 项目办和 CICETE 不对建议书被替换或提前拆封负责。

23.建议书递呈截止时间

建议书必须不晚于 *建议书的封戳和标识* 条款规定的截止时间（2010 年 9 月 7 日 17 时）北京时间由 CICETE 收讫。

24.迟递的建议书

任何由 CICETE 在递呈截止时间后收到的建议书会被拒绝。

25.建议书的修改与撤回

投标方可能在递呈后撤回建议书，前提是 PILESLAMP 项目办和 CICETE 在递呈建议书的截止时间前受到其撤回建议书的书面通知。

投标方的撤回通知应根据 *投标递呈的截止时间* 条款的规定准备、封戳、标识和发送。撤回通知也可以用传真发送，但随后需递交签字版的确认件。

在建议书截止时间后无法修改任何建议书。

26.建议书的评估和比较

评估建议书使用累积分析方法。根据权重技术和财务特性之和给予总分。投标方对于邀标文件的回应会被评估，根据投标方满足规定所需标准的程度打分。成本是一个打分的标准，占所有所需因素构成的总分 1000 分中的百分之三十。

评估建议书时使用两个阶段的程序，首先评估技术建议，随后开启和比较任何价格建议。建议书的价格建议只评估技术建议时得到不低于可获得的 700 分技术分中 70%（即 490 分）的技术分后才会被拆封。

技术建议时是基于其对任务书（TOR）的回应能力进行评价的。

在第二阶段，所有在技术评估中达到最低 70%（490 点）技术分的承包商的价格建议会被比较。合同会被授予拥有最高技术和财务综合分的承包商。评估标准见附录 3。

27.合同的授予

PILESLAMP 项目办和 CICETE 保留在合同授予前任何时间接受或拒绝任何建议，取消邀标过程和拒绝所有建议书的权利，无须对受影响的投标方负责，无任何义务告知受影响的一个或多个投标方买房此举的理由。

建议有效期限到期之前，CICETE 会将合同授予合格的投标方，该投标方的建议在评标后被认为最好地满足了相关组织和活动的需求。

附件递呈表

亲爱的先生/女士，

在此郑重承认收讫邀标文件，在审阅此文件之后，以下签名人主动要求提供合同#（插入适当合同号）任务书中要求的服务，数量可根据所附作为本建议书一部分的价格表斟酌。

如果我们的建议书得到接受，我们承诺开始并完成本合同在规定时限内所有服务的送达。

我们同意在邀标建议书要求中规定的拆封建议书起 90 天的时间内遵守本建议书，在此期限截止之前的任何时候都依然对我们有效，并可以被接受。

我们清楚贵方无义务接受任何贵方收讫的建议书。

签字

（职位）

依法被授权为和代表_____签署本建议书

注明年、月、日

价格表

价格表在每份提到的合同中都应提供。价格表必须提供一份详细的成本明细。为每个职能组别或类别分别提供各自的数据。

对成本-可报销名目的估计，如果存在，例如差旅，且以实报实销方式进行的应单列出来。

准备价格表时应使用一下版式。该版式包括具体各项开支，这些开支可能会或不会被要求或使用，但应标明作为示例。

价格表-对服务建议的要求				
活动/名目情况		人员数量	每月费用	估计金额
1.	薪酬			
1.1	办公所在地服务			
	• 资深专家			
	• 初级专家			
1.2	实地服务			
	• 资深专家			
	• 初级专家			
2.	实报实销开支			
2.1	差旅			
2.2	每日津贴			
2.3	通讯			
2.4	复制和报告			
2.5	设备和数据			
2.6	请加入其它名目			

技术评估标准

如果投标方没有在中华人民共和国承担相关工程的必要执照，投标方不能参与投标过程。技术建议书应该包括（但不仅限于）以下评估方面。

1. 公司/机构递交类似工程的建议书的专业知识和经验

- 1.1 机构和人员的声誉
- 1.2 诉讼和仲裁历史
- 1.3 很可能影响执行的“整体组织能力”（即松散的共同体，股份公司或单个公司，公司/组织的规模，项目管理的优势，譬如，项目融资能力和项目管理控制）。
- 1.4 任何工作会被分包出去的程度（分包带有额外的风险，可能会影响项目执行，但是恰当地实施分包呈现了一个获取专门技能的机会）。
- 1.5 质量保证流程，担保
- 1.6 以下各项的相关性
 - 专门知识
 - 类似项目/工程的经验
 - 本地区工程的经验
 - 为 UNDP/主要多边/或
 - 单边项目工作的经验

2. 个人

2.1 任务经理

- 国际经验
- 培训经验
- 专门领域的专业经验
- 地区的知识
- 语言资质（中文和英文）

2.2 资深专家

- 国际经验
- 培训经验
- 专门领域的专业经验
- 地区的知识
- 语言资质（中文和英文）

2.3 初级专家

- 国际经验
- 培训经验
- 专门领域的专业经验
- 地区的知识
- 语言资质（中文和英文）

2.4 组织表

3. 建议工作计划和方法

3.1 投标方对任务理解的程度有多深？

3.2 任务的重要方面是否得到足够详细的处理？

3.3 工程的不同组成部分是否得到了各自足够的重要性？

3.4 建议书是否是基于对工程环境的调查，调查的数据投入是否在准备建议书的手得到恰当使用？

3.5 采纳的概念框架是否使用于该承包任务？

3.6 表述是否清晰，活动顺序和计划是否符合逻辑、现实可行，并且能在工程实施过程中实现高效？

3.7 项目范围是否合理定义，该范围是否与任务书相对应？