



REQUEST FOR QUOTATION (RFQ)

DATE: March 15, 2017
REFERENCE: LEB/CO RFQ/41/17

Dear Sir / Madam:

We kindly request you to submit your quotation for **Rehabilitation of El Hisheh Vocational Technical Institute**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **March 29, 2017 at 3:00 p.m. Beirut Local Time** and via email or by hand to the address below:

United Nations Development Programme
Procurement Unit, UNDP Lebanon
Room # 310, 3rd Floor
Arab African International Bank Building, Riad El Solh Street
Nejmeh, Beirut 2011 5211, Lebanon
Tel: +961 1 962 500
Fax: +961 1 962 491
E-mail: procurement.lb@undp.org

Quotations submitted by email must be limited to a maximum of 8 MB, virus-free. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DAP, Delivery at Place
Customs clearance ¹ , if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address/es of Delivery Location/s (identify all, if multiple)	Al Hisheh, Wadi Khaled Area
UNDP Preferred Freight Forwarder, if any ²	Not Applicable
Distribution of shipping documents (if using freight forwarder)	Not Applicable
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> Commence the works one week after Contract signature. Overall Execution Timeframe is spread over three (3) Months (including 1 week for the snag list period)
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	Not Applicable
Preferred Currency of Quotation ³	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation ⁴	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Technical Support
Deadline for the Submission of Quotation	Wednesday, March 29, 2017 at 3:00 p.m. Beirut Local Time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted ⁵	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN

	<p>Ineligibility List;</p> <p><input checked="" type="checkbox"/> Minimum 10 years of experience in Contracting, Infrastructure and storm water projects</p> <p><input checked="" type="checkbox"/> Valid “class A first degree” classification from Ministry of Public Works in Lebanon, <u>not more than one year old from the date of closing of the bid.</u></p> <p><input checked="" type="checkbox"/> Independently audited financial statements (balance sheet, income statement and cash flow statement) in English for the past 3 years (2013, 2014, 2015) signed and stamped by independent auditor.</p> <p><input checked="" type="checkbox"/> To provide the Quick ratio for the past three years. The formula for the QR (Quick ratio) is as follows: (Current Assets - Inventories) / Current Liabilities. And that QR should be at least 1</p> <p><input checked="" type="checkbox"/> Total monetary value of construction works performed for each of the last three years. Average per year should be no less than USD 100,000 per year.</p> <p><input checked="" type="checkbox"/> List and value of projects performed for the last 10 years with similar nature and complexity, plus client’s contact details who may be contacted for further information on those contracts. A minimum number of 3 contract, implemented over the past 10 years, of a similar nature, value and complexity must be executed by the contractor.</p> <p><input checked="" type="checkbox"/> To provide 3 satisfactory completion letter from previous clients related to similar nature and complexity to our project.</p> <p><input checked="" type="checkbox"/> List and value of on-going projects with contact details of clients and current percentage completion of each on-going project as well as the end date of each contract.</p> <p><input checked="" type="checkbox"/> Information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts and awards thereof.</p> <p><input checked="" type="checkbox"/> To provide data sheet of materials that will be used. UNDP reserve their right to ask the bidder to provide any Data Sheet deemed necessary for the evaluation of the offer. Moreover, UNDP reserve their right to disqualify any bidder not providing the requested data sheet or providing data sheet not compliant with our requirement.</p> <p><input checked="" type="checkbox"/> Availability of a site civil engineer with minimum of 5 years of experience and foreman with a minimum of 10 years of experience to follow up on all construction works.</p> <ul style="list-style-type: none"> • A copy of their CVs is required to be submitted with the offer. <p><input checked="" type="checkbox"/> Ability to store all equipment and material in a safe yard.</p> <p><input checked="" type="checkbox"/> To provide proof that the contractor owns or will rent the scaffolding of the project.</p> <p><input checked="" type="checkbox"/> Ability to generate full shop drawings and final as built drawings for the executed works.</p>
--	--

	<input checked="" type="checkbox"/> Ability to employ workers from the area (to provide letter of commitment). <input checked="" type="checkbox"/> Proposed work plan (soft & hard) including activities and timelines showing the tools and heavy equipment, materials & workmanship that he will use for each activity.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms ⁶	<input checked="" type="checkbox"/> The payment currency is USD, and the payment will be made as follows: First payment: 40% upon submitting an approved work plan, the required insurances and completion of 40% of the works. Second payment: 60% upon completion of 100% of the works In each of the payments, the contractor shall attach the following: <ul style="list-style-type: none"> - The mentioned documents in the paragraph 11 “reporting of the project”, item B - Any non-conformity submittal issued - BOQ showing the current executed percentage for each item, the previous percentage executed in last payment, the difference between current & last percentage of the executed works, the amount to be paid for each item - All the above must be stamped by the contractor - Any payment must be submitted through document submittal. - The shown executed works in the payment must be approved by the site engineer. The Contractor shall be paid based on the budget and BOQs presented
Performance Security	<input checked="" type="checkbox"/> Required Amount : 10% of the Contract Value Form: See Enclosed – Form for Performance Security

Liquidated Damages	<p>Will be imposed under the following conditions:</p> <p>Based on the clause 23.2 of the General Conditions of Contract for the civil Works, the liability insurance minimum coverage amount shall not be less than 100,000\$ each occurrence, unlimited in the aggregate.</p>
<p>Evaluation Criteria</p> <p><i>[check as many as applicable]</i></p>	<p><input checked="" type="checkbox"/> Minimum 10 years of experience in Contracting, Infrastructure and storm water projects</p> <p><input checked="" type="checkbox"/> "Class A first degree" classification from Ministry of Public Works in Lebanon</p> <p><input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</p> <p><input checked="" type="checkbox"/> Quick ratio for the past three years. The formula for the QR (Quick ratio) is as follows: (Current Assets - Inventories) / Current Liabilities. And that QR should be at least 1</p> <p><input checked="" type="checkbox"/> Total monetary value of construction works performed for each of the last three years. Average per year should be no less than USD 100,000 per year.</p> <p><input checked="" type="checkbox"/> Availability of 3 satisfactory completion letter from previous clients related to similar nature and complexity to our project.</p> <p><input checked="" type="checkbox"/> Data sheet of materials that will be used.</p> <p><input checked="" type="checkbox"/> Availability of a site civil engineer with minimum of 5 years of experience and foreman with a minimum of 10 years of experience to follow up on all construction works.</p> <ul style="list-style-type: none"> • A copy of their CVs. <p><input checked="" type="checkbox"/> Ability to store all equipment and material in a safe yard.</p> <p><input checked="" type="checkbox"/> Proof that the contractor owns or will rent the scaffolding of the project.</p> <p><input checked="" type="checkbox"/> Ability to generate full shop drawings and final as built drawings for the executed works.</p> <p><input checked="" type="checkbox"/> Ability to employ workers from the area (to provide letter of commitment).</p> <p><input checked="" type="checkbox"/> Clear and detailed work plan (soft & hard) including activities and timelines showing the tools and heavy equipment, materials & workmanship</p> <p><input checked="" type="checkbox"/> Provision of safety equipment to all site basis personnel;</p> <p><input checked="" type="checkbox"/> Full compliance of Quotation to the Scope of Works;</p> <p><input checked="" type="checkbox"/> Full acceptance of the Contract General Terms and Conditions</p>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Civil Works Contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of Contract if the delivery/completion is delayed by One (1) Week
Conditions for Release of Payment	<p><input checked="" type="checkbox"/> Successful Completion of Requested Works</p> <p><input checked="" type="checkbox"/> Testing</p>

	<input checked="" type="checkbox"/> UNDP Acceptance
Annexes to this RFQ ⁷	<input checked="" type="checkbox"/> Scope of Works (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Form of Performance Security (Annex 4) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ⁸	UNDP Lebanon Procurement Unit Email: procurement.lb@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
No. of copies of Quotation that must be submitted	Original: One Copies : One

Goods/ Works offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements. The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,
Andreas Lehnert
Procurement Specialist
March 15, 2017

SCOPE of WORKS

Rehabilitation Of El Hisheh Vocational Technical Institute

1. BACKGROUND

Al Hisheh is one of eight municipalities in Wadi Khaled Area with population reaching 3,500 residents and 2,500 registered Syrian refugees (the actual number of refugees in the village exceeded the noted one according to the municipality); The village is located at the entrance of Wadi Khaled, and holds the majority of the services at the medical and educational level (primary health care, local dispensary, public schools, the main shops and stores...).

Due to the fact that the majority of the population were given the Lebanese citizenship in 1994, and did not have access to the public sector employment (including military) until 2005, the main source of income in the area, was the trade across the border and some small scale agriculture and trade activities.

The economic conditions, the limited job market in Wadi Khaled and Akkar in general, in addition to the weak educational level in the public schools (affordable by the majority of the population), the geographic location of the area, remote from the universities, which impose additional cost to afford a higher education, results in a significant number of dropout students. The youth are therefore faced with two options, either joining the labour market as unskilled workers with low wages, or to get hopefully enrolled in the vocational and professional education to improve their skills and knowledge, to contribute financially to the support of their families and ameliorate their living conditions.

Supporting the technical school by the construction of a facility to host the car mechanics / cooling and heating department on the 780 m2 area will enhance the educational level and skills of the students, and offer additional options for the youth and students to choose the professions matching their capabilities, and corresponding to the job market.

2. PROJECT OBJECTIVE

These TORs were developed to award a qualified contracting company to undertake in Al Hisheh/Wadi Khaled, the Rehabilitation Of El Hisheh Vocational Technical Institute, noting that the rehabilitation works include all of the below noted components listed in activities (BoQ contains all specs and details).

3. SCOPE OF WORKS

The “Rehabilitation of El Hisheh Vocational Technical Institute” includes site works, excavation, plaster, architectural works and MEP works, as per the detailed BOQ, drawings and Technical Specifications.

4. DURATION OF WORKS

The contracting company is expected to commence the works one week after Contract signature. The overall execution timeframe for the whole project spread over a period of **3 months** including 1 week for the snag list period, effective from site handover meeting which must be done within 1 week from

PO/contract signature date. If the handover meeting was delayed by the contractor and exceeded the above mentioned period, then one of the below will apply:

- The contract period will start automatically after 1 week of the PO/contract signature date even if the meeting was not held.
- We might cancel the contract based on the condition of contract for civil works paragraph 53, item d.

Extensions, if deemed necessary, can only be granted through mutual agreement between UNDP and the contracting company. Urgent cases that could justify delays of works are mainly due to security reasons, in case of any conflicts, or for extreme unexpected bad weather conditions.

5. STANDARD OF PERFORMANCE

The Contractor shall perform the required services and carry out his obligations under this Contract with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in performing such type of activities and with professional engineering and contracting standards recognised. He shall observe sound management, and technical engineering practices, and employ appropriate advanced technologies and safe and effective equipment, machinery, materials and methods. The Contractor shall operate and maintain the equipment and machinery involved in the implementation activities in accordance with the relevant laws, standards, regulations and legislation, as well as the requirements under the Contract, and the manuals and guidelines as provided by the manufacturers and suppliers of the equipment and machinery.

Site Safety:

The Contractor shall be responsible for implementing strict safety measures on site in view of the type of works being implemented; the Contractor shall provide and erect protection items required by site Conditions or as requested by the Engineer to protect persons, onsite and offsite property, as required and as supplementary to such items that have been left in place; ascertain legal and other requirements. The Contractor shall maintain protection in place until work is complete and danger of damage has ceased; at such time as approved by the Engineer, remove protections.

Site Access:

The contractor shall visit the site before starting execution of the project and he shall satisfy himself of the suitability & availability of the access routes that he chooses for using during the Contract duration. The Employer will not accept any claim whatsoever if the contractor raise a claim related to not being aware of the site conditions and its surroundings as well as The Employer will not guarantee either the suitability or availability of any chosen road and will not held responsible or subject to any claim in respect of non-suitability or non-availability of any such route.

Contractor obligation with the municipality and official authorities:

The contractor should always coordinate & inform the municipalities and any concerned authorities for any temporary blockage of roads or any road found necessary to execute the works. The contractor is responsible to set meeting & follow up any issue related to this

project with the local & national authorities. Any amount resulted from the above is to be borne by the contractor.

Contractor's Resources:

The Contractor shall utilise all necessary resources, manpower, machinery and equipment etc. in order to perform the required works in a proper, safe and timely manner. The Contractor should employ, to the maximum extent possible, the necessary labourer (skilled and/or unskilled) from within the project area.

6. PRIORITY OF CONTRACT DOCUMENTS:

All combined documents that form this contract shall be mutually complimentary, explanatory, cumulative, additive and not alternative and what is required by one document shall be required by all. In case of conflict, the Engineer shall determine which document governs and the contractor shall comply with engineer decision without any claim for extra cost if this conflict is not related to design.

7. First aid Facilities:

The contractor shall provide and maintain adequate first aid facilities on the site in accordance with the public health authorities in republic of Lebanon and the Lebanese Labour Code. Any accident occurs, the contractor should immediately notify the employer and engineer in writing.

8. Quantities mentioned in the bill of quantities:

- Quantities included in the Break of Lump Sum shall not be re-measured after execution. The Contract is a lump sum contract. The Contractor shall during tender phase, verify and check the quantities for any discrepancies or mistakes. In case of discrepancies, the Contractor shall during the tender phase raise this issue to the employer by sending to him a table showing the location of discrepancies for Employer's verification. The Employer will assess and answer the contractor's query with the amended quantities if there is any.
- Where an item of work has been included in the Breakdown of the Lump Sum but neither the specification nor the drawings indicate that such an item is required, it shall be deemed both that due allowance for the full value of that item of work as describe in the breakdown of the Lump Sum was included in the tender and that it is in work which is required to be executed by the contractor in fulfillment of his obligation under contract.
- Where an item of work is indicated in the specification and/or on drawings but has not been included or referred to in any way in the breakdown of the Lump Sum, it shall nonetheless be deemed both that the full value of that item of work was included in the tender and that it is work which is required to be executed by the contractor in fulfillment of his obligation under the contract.
- Where an item of work included in the BOQ is describe there in more detail and/or is specified to a higher standard/ value than that which is indicated in the specification and/or on the drawings,

it shall be deemed both that the full value of that item of work which is required to be executed by the contractor in fulfillment of his obligation under the contract.

- Where the specification and/or drawings indicate a higher standard/value for an item more than it is describe in the breakdown of the Lump Sum, it shall be deemed both that the full value of that item of work which is required to be executed by the contractor in fulfillment of his obligation under the contract.
- In case of any of the occurrences describe above, rise the same shall not vitiate or invalidate the contract but shall be treated as an ambiguity or discrepancy and shall be explained and adjusted by engineer as set in the priority of documents.
- Breakdown of the Lump Sum. The contractor is required to submit to the engineer with the tender package, a detailed breakdown for each of the Lump Sum items contained in the BOQ identifying the supply of materials, labors, equipment, overhead and profit for each priced item.

9. Contractor liability:

Approval by the engineer on all contractor submittals shall not relieve the contractor of any of his responsibilities this contract.

10. As Built drawings and operation Manuals:

The contractor shall submit to the Employer a complete set of As built drawing of the executed permanent works as required in the contract documents to enable the employers to operate and maintain the executed works.

Manuals shall be delivered together with the equipment or appliance to which they relate in accordance with the contract document. The number of original document and copies thereof shall be delivered as required in the contract.

Any As-built drawing required by the ministries, the contractor at his own cost must submit the required documents, drawings, manuals etc... to them. Prior to the preparation of "As-built" drawings, the contractor shall obtain the approval of the engineer in coordination with the design consultant and as size of drawings quality of transparent sheets, and any other details.

Failure to provide the above shall result in holding the final payment.

11. Reporting of the projects:

The contractor shall submit the following reports:

- A. Daily report using our form
- B. Progress report to be submitted with each payment. This progress report must include:
 - I. Photographic records
 - II. Labor graph for each day till the submission of the payment
 - III. To provide the salary of each labor for our report
 - IV. The nationality of each labor employed showing the number of workers and for how long the employment was?
 - V. The log sheets for the projects
 - VI. The log sheet for the possible variation order & extension of time.

- VII. The updated time schedule, showing the progress of works, the occurred delay if any.
- VIII. Brief description of the project.

Failure to provide the above shall result in holding the intern & final payments until providing the above.

12. MANAGEMENT MODALITIES

An engineer will be assigned by UNDP to directly supervise the works of the Contractor. The engineer will be directly reporting to and seeking approval/acceptance of output from the project Manager. The engineer will be reporting on progress of works on a weekly basis.

The liquidated damages if the contractor fails to handover the project on time is 0.5% for each day until 10% of the value of the contract where we will apply clause 53 of the general condition of the contract for civil works.

The insurance coverage:

As per UNDP general conditions of contract for works, the contractor shall provide at the beginning of the contract, the workmanship insurance, liability insurance & the equipment insurance.

Insurance:

All insurances mentioned in the conditions of contract should be provided such as (but not limited to) loss or damage to the Works, Plant and Materials, for loss or damage to Equipment, for personal injury or death...

The liability insurance amount:

Based on the clause 23.2 of the General Conditions of Contract for the civil Works, the liability insurance minimum coverage amount shall not be less than 100,000\$ each occurrence, unlimited in the aggregate.

Warranty:

Under this contract, the contractor should provide the warranties mentioned in the specification for each item. Moreover, for each warranty, the contractor should provide a local representative office in the country and after sales service for equipment/parts.

The Performance Security:

The performance security bond of this project shall be 10% of the project contract amount which will be released by the end of the defect liability period. If the contractor fails to remedy any defect or damage occurred to the project during the DLP (excluding the problems related to design or misuse of the project) after being notified to do so in 1 week, then the employer has the right to hire an independent contractor to repair the damages and pay him by using the performance security without any prior consent, approval or knowledge from the contractor.

DLP is set at one year after the project handover.

13. TENDER PRICING:

The bidder shall price each item shown in the BOQ individually and in US dollars only. Any bidder that has priced an item on percentage base will be disqualified. Moreover, any item left unpriced will be deemed to be included on other items mentioned in the BOQ.

14. QUALIFICATION OF CONTRACTING COMPANY

Experience:

- Minimum 10 years in contracting in infrastructure and storm water projects
- Valid “class A first degree” classification from Ministry of Public Works in Lebanon, **not more than one year old from the date of closing of the bid.**
- Independently audited financial statements (balance sheet, income statement and cash flow statement) in English for the past 3 years (2013, 2014, 2015) signed and stamped by independent auditor.
- To provide the Quick ratio for the past three years. The formula for the QR (Quick ratio) is as follows: $(\text{Current Assets} - \text{Inventories}) / \text{Current Liabilities}$. And that QR should be at least 1
- Total monetary value of construction works performed for each of the last three years. Average per year should be **no less than USD 100,000 per year.**
- List and value of projects performed for the last 10 years with similar nature and complexity, plus client’s contact details who may be contacted for further information on those contracts. A **minimum number of 3 contract**, implemented over the past 10 years, of a similar nature, value and complexity must be executed by the contractor.
- To provide 3 satisfactory completion letter from previous clients related to similar nature and complexity to our project.
- **List and value** of on-going projects with contact details of clients and current percentage completion of each on-going project as well as the end date of each contract.
- Information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts and awards thereof.
- To provide data sheet of materials that will be used. UNDP reserve their right to ask the bidder to provide any Data Sheet deemed necessary for the evaluation of the offer. Moreover, UNDP reserve their right to disqualify any bidder not providing the requested data sheet or providing data sheet not compliant with our requirement.

Resources:

- Availability of a site civil engineer with minimum of 5 years of experience and foreman with a minimum of 10 years of experience to follow up on all construction works. A copy of their CVs is required to be submitted with the offer.”
- Ability to store all equipment and material in a safe yard.
- To provide proof that the contractor owns or will rent the scaffolding of the project.
- Ability to generate full shop drawings and final as built drawings for the executed works.
- Ability to employ workers from the area (to provide letter of commitment).

Timelines and Safety:

In addition to presenting an offer that shows the previously mentioned qualifications:

- The Contractor shall present a work plan (soft & hard) including activities and timelines showing the tools and heavy equipment, materials & workmanship that he will use for each activity.
- The contractor shall provide the safety manual & procedure including the equipment to all site basis personnel:
 - Safety Helmets, Shoes, Jackets.
 - Construction Site should be closed by a fence.
 - Workers on scaffolding or at heights should be provided harnesses.

The financial proposal shall be consequently divided by budget lines as per the BOQs attached.

15. TERMS OF PAYMENT

The payment must be submitted as per the below milestones upon completion and engineer's acceptance of the works:

- First payment: 40% upon submitting an approved work plan, the required insurances and completion of 40% of the works.
- Second payment: 60% upon completion of 100% of the works
- In each of the payments, the contractor shall attach the following:
 - I. The mentioned documents in the paragraph 11 "**reporting of the project**", item B
 - II. any non-conformity submittal issued
 - III. BOQ showing the current executed percentage for each item, the previous percentage executed in last payment, the difference between current & last percentage of the executed works, the amount to be paid for each item
- All the above must be stamped by the contractor
- Any payment must be submitted through document submittal.
- The shown executed works in the payment must be approved by the site engineer.

The Contractor shall be paid based on the budget and BOQs presented.

Variation order:

In case of variation order, the following statement will be applied:

- If we have any additional quantities requested by the Engineer; the costs will be calculated based on the contractually specified unit rate by the Contractor.
- For any omitted item requested by the consultant, Engineer or Employer's representative, the full amount related to those omitted item will be deleted completely including all monetary related to overhead & profit and coordination fees. No amount whatsoever will be paid to the contractor as compensation for the omission of those items.

16. Appendix:

- Final BoQ
- Drawing and details
- Specifications

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁹)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the works listed in the Scope of Works and Bill of Quantities (BOQs) in conformity with the specifications and requirements of UNDP as per RFQ Reference No. LEB/CO RFQ/41/17:

	SUMMARY OF BOQs	
Division	Description of Works	Total Cost USD
1	General Requirements	
2	Siteworks	
3	Concrete Work	
4	Masonry	
5	Metal Works	
7	Thermal and Moisture Protection	
8	Doors and Windows	
9	Finishes	
15	Mechanical Works	
16	Electrical Works	
Subtotal Price in USD (excluding VAT)		
VAT (if applicable)		
Total Price in USD (including VAT)		

In addition to the above table, Bidders shall include their proposed detailed prices within the BOQs attached to this RFQ (Appendix 1), and duly sign and submit these completed BOQs within their offer.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of

eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

FORM FOR PERFORMANCE SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *Click to enter* , to deliver the goods and execute related services *Click here to enter text*. (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date.....

Name of Bank.....

Address.....
