INVITATION TO BID

ITB-058/17

Rehabilitation of 28 Schools in Al Qayara Sub District, Ninwa Governorate:

Lot1: Al Ahud Schools

Lot2: Ezhilalh and Al Zoyaa Schools

Lot3: Arkoba and Ajehlh Schools

Lot4: Al Qayyarah and Al Imam Schools

Iraq

United Nations Development Programme

March, 2017

Section 1. Letter of Invitation

Erbil, Iraq
March 22, 2017

ITB-058/17-Rehabilitation of 28 Schools in Al Qayara Sub District, Ninwa Governorate, Iraq

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

Section 1 – This Letter of Invitation
Section 2 – Instructions to Bidders (including Data Sheet)
Section 3 – Schedule of Requirements and Technical Specifications
Section 4 – Bid Submission Form
Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
Section 6 – Technical Bid Form
Section 7 – Price Schedule Form
Section 8 – Form for Bid Security
Section 9 – Form for Performance Security
Section 10 – Form for Advanced Payment Guarantee
Section 11 – Contract to be Signed, including General Terms and Conditions
Annex 1 – Drawing- Attached separately
Annex 2 – Technical Compliance Sheet-Not Applicable
Annex 3 – Submission Checklist

Your offer, comprising of a Technical Bid and Price Schedule, must be delivered **on** or **before** **10 April 2017** on or before **1400 hours** to Bids.iraq.sc@undp.org by mentioning the "**ITB Reference No. ITB-058/17 – Rehabilitation of 28 Schools in Al Qayara Sub District, Ninwa Governorate, Iraq: Lot1- Al Ahud Schools, Lot2- Ezhilalh and Al Zoyaa Schools and Lot3- Arkoba and Ajehlh Schools and Lot4- Al Qayyarah and Al Imam Schools**".

The bidders are advised to conduct the physical site visit for complete understanding of Scope of Work prior sending the formal bid to UNDP. The site visit will be conducted on **30 March 2017** between **11:00** till **13:00,** Focal Person: Engineer Emad El-Karkhi, Mobile: 07714854165

Should you require any clarification, kindly communicate with the contact person identified in the

attached Data Sheet as the focal point for queries on this ITB.

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

Yours sincerely

Mohammed Mudawi, Head of Service Center,
Operations Manager

Section 2: Instruction to Bidders

Definitions

a) *"Bid"* refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.

b) *"Bidder"* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.

c) *"Contract"* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.

d) "*Country"* refers to the country indicated in the Data Sheet.

e) *"Data Sheet"* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.

f) *"Day"* refers to calendar day.

g) *"Goods"* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.

h) *"Government"* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.

i) *"Instructions to Bidders"* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid

j) *"ITB"* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.

k) *"LOI"* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.

l) *"Material Deviation"* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.

m) *"Schedule of Requirements and Technical Specifications"* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services,

activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

n) *"Services"* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.

o) "*Supplemental Information to the ITB"* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.

2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.

3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.

4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)

5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

   5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of

Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;

5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or

5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and

6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

9.1 Bid Submission Cover Letter Form (see ITB Section 4);
9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
9.3 Technical Bid (see prescribed form in ITB Section 6);
9.4 Price Schedule (see prescribed form in ITB Section 7);
9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.

10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).

11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids:

a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

15.3 Management Structure and Key Personnel – This section should include the comprehensive

curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
c) In the case the successful Bidder fails:

i. to sign the Contract after UNDP has awarded it;
ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of

submission of Bid; and

17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have <u>any</u> of the following:

a) they have at least one controlling partner, director or shareholder in common; or
b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
c) they have the same legal representative for purposes of this ITB; or
d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise

the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

a) Submit another Bid, either in its own capacity; nor
b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

a) Those that were undertaken together by the joint venture; and
b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule **must** be submitted together and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

a) Bear the name of the Bidder;
b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24)**.**

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19)**.** In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or MODIFICATION".

25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late

submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
b) Validation of extent of compliance to the ITB requirements and evaluation criteria based

on what has so far been found by the evaluation team;

c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

31. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.5 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as

follows:

a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
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 the above.

32.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/

34. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/procurement/protest.shtml

Instructions to Bidders

DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail**.**

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Funding Facility for Immediate Stabilization (FFIS)
2		Title of Goods/Services/Work Required:	Rehabilitation of 28 Schools in Al Qayara Sub District, Ninwa Governorate: Lot1: Al Ahud Schools Lot2: Ezhilalh and Al Zoyaa Schools Lot3: Arkoba and Ajehlh Schools Lot4: Al Qayyarah and Al Imam Schools
3		Country:	Iraq
4	C.13	Language of the Bid:	☒ English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	☒ Not allowed under each lot
6	C.20	Conditions for Submitting Alternative Bid	☒ Shall not be considered
7	C.22	A pre-Bid conference will be held on:	☒The bidders are required to conduct the physical site visit for complete understanding of Scope of Work prior sending the formal bid to UNDP. The site visit will be organized on **30 March 2017** between **11:00 till 13:00** **Focal Person:** Engineer Emad El-Karkhi **Mobile:** 07714854165
8	C.21.1	Period of Bid Validity commencing on the submission date	☒ 90 days
9	B.9.5 C.15.4 b)	Bid Security	☒Required equal to: **Lot1: US$ 7,000** **Lot2: US$ 4,000**

			Lot3: US$ 3,000 **Lot4: US$ 3,000** In the name of **Resident Representative, UNDP Iraq**. The original bid Security must be sent to the following address: UN Compound, 100 Meter Road, Erbil Iraq. Attn: mehdi.khalili@undp.org Copy of the bid security must be submitted along with the Offer.
10	B.9.5	Acceptable forms of Bid Security	**Note: Bids without bid security will not be accepted and will not be included in the evaluation process.** ☒ Bank Guarantee in the name of **Resident Representative, UNDP Iraq;** ☒ Bank Guarantee (See Section 8 for template) ☒ Any Bank-issued Cheque / Cashier's Cheque / Certified Cheque **Note: Personal cheque shall not be accepted. Bids with uncertified personal cheque will not be accepted and will not be included in the evaluation process.** **Note:** If a bidder interns to apply for more than one lot, a separate bid security for each lot shall be furnished.
11	B.9.5 C.15.4 a)	Validity of Bid Security	Minimum of 120 days from the deadline for Bid submission.
12		Advanced Payment upon signing of contract	☒ Not allowed
13		Liquidated Damages	☒Will be imposed under the following conditions: **0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month.** Thereafter, the contract may be terminated.
14	F.37	Performance Security	☒ Required Amount: 10% of total contract value in Form of: a. Bank guarantee OR Certified Cheque issued by a reputable bank (shall be in accordance with Form included in the Invitation to Bid (Section-9); b. Should be submitted within 7 days upon issuance of letter of intent/contract. c. The proceeds of the Performance Security shall be payable to UNDP as a compensation

			for any loss resulting from the Contractor's failure to complete its obligations under the contract. d. The Performance Security shall be denominated in the currency of the contract valid for a period of 12 months to cover defect liability period. e. If, within 12 months after the goods/system have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair; f. Upon successfully completion of Defect Liability period of 12 months and upon issuance of final completion certificate, UNDP will return the Performance Security to the bidder. Please refer to general terms and conditions clause 47.1
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	☒ United States Dollars (US$) Reference date for determining UN Operational Exchange Rate: closing date of submission of bids
16	B.10.1	Deadline for submitting requests for clarifications/ questions	3 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: **Mehdi Khalili** **Procurement Specialist** mehdi.khalili@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	☒ Direct communication to prospective Bidders by email ☐ Direct communication to prospective Bidders by email or fax, and Posting on the website http://www.iq.undp.org/
19	D.23.3	No. of copies of Bid that must be submitted	Please refer to DS 23 (electronic submission)
20	D.23.1 b) D.23.2 D.24	Bid submission address	Please refer to DS 23 (electronic submission)
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: **April 10, 2017 2:00 PM**

22	D.23.2	Manner of Submitting Bid	☒ Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	☒Official Address for e-submission: Bids.iraq.sc@undp.org ☒Format: PDF files only ☒Max. File Size per transmission: 7.5 MB ☒Max. No. of transmission: no limit ☒No. of copies to be transmitted: 1 ☒Mandatory subject of email: **ITB-058/17 – Rehabilitation of 28 Schools in Al Qayara Sub District, Ninwa Governorate, Iraq + (Lot No.)+ (Company Name)** ☒Time Zone to be Recognized: *Erbil local time.*
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: **April 10, 2017 3:00 PM** in the presence of Committee formed by UNDP
25		Evaluation method to be used in selecting the most responsive Bid	☒ Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and ☐ Lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	☒ Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ☒ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ☒ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation ☒ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the three years (**2013-14-15**); ☒ Statement of Satisfactory Performance from the Top **Three** Clients in terms of Contract Value; ☒ Implementation timetable as per project requirements; ☒ All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. ☒ List and value of projects performed for the last 5 years plus client's contact details who may be contacted for further information on those contracts. A minimum

			number of **<u>3</u> contracts**, implemented over the past 5 years; ☒ CVs of proposed key personnel as per the requirement; ☒ Bid Submission Form duly filled, signed and stamped (See ITB Section 4). ☒ Documents Establishing the Eligibility and Qualifications of the Bidder (See ITB Section 5) ☒ Technical Bid Form (See ITB Section 6). ☒ Filled Price schedule (BOQ) duly signed and stamped; (See ITB Section 7); ☐ Filled Annex 2: Filled Technical Compliant Data sheets *(Not Applicable)* **Note:** Above mentioned criteria apply for all lots.
27		Other documents that may be Submitted to Establish Eligibility	As per the evaluation criteria mentioned under 32
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	Technical bid should be prepared and documents submitted as per Section 2, Clause 15 (Instruction to Bidders) and as per Section 3a (Schedule of Requirements and Technical Specifications) and Section 3b (Related Services) and data listed under Section 6 Technical Bid Form; Please use the list of documents included into the set of Bid Documentation in order to determine the documents necessary for submission.
29	C.15.2	Latest Expected date for commencement of Contract	**May 1, 2017** Note: The Contractor must start the rehabilitation work within one-week timeframe upon receipt of signed notice of commencement from UNDP Project Engineer
30	C.15.2	Maximum Expected duration of contract	**45 calendar days** for each lot
31		UNDP will award the contract to:	☒ One Bidder only for each lot
32	F.34	Criteria for the Award and Evaluation of Bid	**<u>Award Criteria</u>** ☒ Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications ☒ Compliance on the following qualification requirements: **<u>Bid Evaluation Criteria</u>** ☒ Full compliance of Bid to the Technical Requirements;

			☒ Full compliance of offered equipment to the required technical specifications (Not Applicable); ☒ Minimum Average annual turnover for *three years (2013-2014-2015).* Average annual turnover should be no less than: **Lot1: US$ 350,000** **Lot2: US$ 200,000** **Lot3: US$ 150,000** **Lot4: US$ 150,000** ☒ Minimum number of three similar projects undertaken over the past 5 years with contracts value and client details who may be contacted for reference; ☐ Warranty on parts and services for a minimum period of *One Year (Not Applicable);* ☒ Appropriateness of the Implementation Timetable as per Project requirements; ☒ Compliance with the delivery terms and conditions/completion deadline set by UNDP ☒ Qualification of the Key personnel as per the following details: 1. Project manager, civil engineer,7 years experience in construction and building health facilities. 2. Site engineer,2 years experience in building and construction. **Price Deviation:** Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the real local market prices at the time of bids preparation. In case of Unbalanced pricing (i.e. despite an acceptable total evaluated price, the price of one or more BoQ line items is significantly over or understated), UNDP had the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable Risk to UNDP. **Note:** The evaluation will be done on lot-wise basis and the contract will be awarded to the lowest bidder which meets the Criteria for Award for each lot. To qualify for more than one lot for bids that are invited in the ITB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the criteria for award for the individual lots.
33	E.29	Post qualification Actions	☒ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ☒ Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;

			☒ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; ☒ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	☒UNDP's receipt of Performance Bond ☒UNDP's approval of plans, drawings, samples, etc. ☒UNDP's Handover of Site to Contractor ☒Contract signature of the civil works by both UNDP and Contractor; ☒Provision of Liability Insurance as per clause 23 of the General Terms and Conditions for Works;
35		Other Information Related to the ITB	NA
36		Documents Establishing Conformity of Equipment Incorporated into the Works	Where electrical and mechanical goods and equipment form part of the Works, the Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all equipment and related services, which the Bidder proposes to supply under the contract The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of detailed description of the essential equipment meeting the required specifications.

Section 3a: Schedule of Requirements and Technical Specifications

Lot 1: Renovation of 5 schools in Al Ahud Schools-Qayyarah Sub-District- Ninawa Governorate

The proposed services focus on renovation of 5 schools (Alahud Fawqani School for Boys, Alahud first Primary School, Alahud second primary school, Alahud Fawqani High School for Boys, Alahud High School For Boys) in **Alahud**- Qayyarah sub district – Ninawa Governorate, the schools was subject to major damages in their structure due to the effects of the crisis and attacks upon the liberation operations took place in the newly liberated areas.

The Contractor is required to perform the required **Civil works**, site works, excavation, concrete work, suspended ceiling, Prefab caravan, plastering, painting, tiling, replacement and supply of doors and windows; **Sanitary works** include: sewage piping, water tanks, washbasins, water pipes, taps, storm pipes, water pumps, construct septic tank and manholes. **Electrical works** including installation of cables, switches, lighting, main distribution board, water boiler, ventilation, split unit air-condition, water cooler and ceiling fans.

The Contractor shall visit the designated sites to be familiar with the condition of the work areas, the structures; it is the bidders' responsibility to acknowledge the site conditions before submitting the bids.

In general, the Contractor should be familiar with all current conditions and circumstances which may affect the work progress.

The Contractor shall implement the Project based on a detailed work plan which shall be approved by the Project Engineer. The contractor is expected to produce/perform works which conforms in quality/quantity and accuracy of detailed specification. The Contractor is to institute a quality control system to ensure adequate monitoring of the works progress at all times.

To perform the proposed services, the Contractor will work in close coordination and consultation with t he technical team and UNDP Project Engineer.

The Contractor is required to perform/execute construction and supply and installation of all other req uirements according to the Bill of Quantities, and Technical Specifications within **45 calendar days**.

Lot-2-Renovation of 7 schools in Ezhilalh and Al Zoyaa Schools-Qayyarah Sub- District - Ninwa Governorate

The proposed services focus on renovation of 7 schools (Ezhilalh School for Girls, Ezhilalh High School for Boys,Ezhilalh School for Boys, AL wafa new school for boys, First Remaneh School for Boys, AL Zoyaa High School for Boys, and Al Zoyaa Primary School for Boys)in **Ezhilalh and Al Zoyaa**- Qayyarah sub district – Ninawa Governorate, the schools was subject to major damages in their structure due to the effects of the crisis and attacks upon the liberation operations took place in the newly liberated areas.

The Contractor is required to perform the required **Civil works**, site works, excavation, concrete work, suspended ceiling, Prefab caravan, plastering, painting, tiling, replacement and supply of doors and windows; **Sanitary works** include: sewage piping, water tanks, washbasins, water pipes, taps, storm pipes, water pumps, construct septic tank and manholes. **Electrical works** including installation of cables, switches, lighting, main distribution board, water boiler, ventilation, split unit air-condition, water cooler and ceiling fans.

The Contractor shall visit the designated sites to be familiar with the condition of the work areas, the structures; it is the bidders' responsibility to acknowledge the site conditions before submitting the bids.

In general, the Contractor should be familiar with all current conditions and circumstances which may affect the work progress.

The Contractor shall implement the Project based on a detailed work plan which shall be approved by the Project Engineer. The contractor is expected to produce/perform works which conforms in quality/quantity and accuracy of detailed specification. The Contractor is to institute a quality control system to ensure adequate monitoring of the works progress at all times.

To perform the proposed services, the Contractor will work in close coordination and consultation with t he technical team and UNDP Project Engineer.

The Contractor is required to perform/execute construction and supply and installation of all other req uirements according to the Bill of Quantities, and Technical Specifications within **45 calendar days**

Lot-3-Renovation of 10 schools in Arkoba and Ajehlh Schools - Qayyarah Sub- District - Ninwa Governorate

The proposed services focus on renovation of 10 schools (Arkoba Western School for Girls, Arkoba Jadaa School for Boys, Arkoba Eastern School for Boys, Arkoba Western High School for Boys , Alhweij Mixed School, Al Mesk Mixed School, Hamidia Eastern primary school for Boys, Ajehlh High School for Boys, Kurdish Mixed School)in **Arkoba and Ajehlh**- Qayyarah sub district – Ninawa Governorate, the schools was subject to major damages in their structure due to the effects of the crisis and attacks upon the liberation operations took place in the newly liberated areas.
The Contractor is required to perform the required **Civil works**, site works, excavation, concrete work, suspended ceiling, plastering, painting, tiling, replacement and supply of doors and windows; **Sanitary works** include: sewage piping, water tanks, washbasins, water pipes, taps, storm pipes, water pumps, construct septic tank and manholes. **Electrical works** including installation of cables, switches, lighting, main distribution board, water boiler, ventilation, split unit air-condition, water cooler and ceiling fans.
The Contractor shall visit the designated sites to be familiar with the condition of the work areas, the structures; it is the bidders' responsibility to acknowledge the site conditions before submitting the bids.
In general, the Contractor should be familiar with all current conditions and circumstances which may affect the work progress.
The Contractor shall implement the Project based on a detailed work plan which shall be approved by the Project Engineer. The contractor is expected to produce/perform works which conforms in quality/quantity and accuracy of detailed specification. The Contractor is to institute a quality control system to ensure adequate monitoring of the works progress at all times
To perform the proposed services, the Contractor will work in close coordination and consultation with t he technical team and UNDP Project Engineer.

The Contractor is required to perform/execute construction and supply and installation of all other req uirements according to the Bill of Quantities, and Technical Specifications within **45 calendar days**

Lot-4- Renovation of 6 schools in Al Qayyarah and Al Imam Schools - Qayyarah Sub-District- Ninwa Governorate

The proposed services focus on renovation of 6 schools (AL- Qayyarah High School for Girls , Abdullah bin Rawaha School for Boys, Ndaa Al Quds School for Boys, Abo Bakr Siddiq School for Boys, Imam Western high school for Boys, and Imam Western School for Girls)in **Al Qayyarah downtown and Al Imam Schools**- Qayyarah sub district – Ninawa Governorate, the schools was subject to major damages in their structure due to the effects of the crisis and attacks upon the liberation operations took place in the newly liberated areas.
The Contractor is required to perform the required **Civil works**, site works, excavation, concrete work, suspended ceiling, plastering, painting, tiling, replacement and supply of doors and windows; **Sanitary works** include: sewage piping, water tanks, washbasins, water pipes, taps, storm pipes, water pumps, construct septic tank and manholes. **Electrical works** including installation of cables, switches, lighting, main distribution board, water boiler, ventilation, split unit air-condition, water cooler and ceiling fans.
The Contractor shall visit the designated sites to be familiar with the condition of the work areas, the structures; it is the bidders' responsibility to acknowledge the site conditions before submitting the bids.
In general, the Contractor should be familiar with all current conditions and circumstances which may affect the work progress.
The Contractor shall implement the Project based on a detailed work plan which shall be approved by the Project Engineer. The contractor is expected to produce/perform works which conforms in quality/quantity

and accuracy of detailed specification. The Contractor is to institute a quality control system to ensure adequate monitoring of the works progress at all times

To perform the proposed services, the Contractor will work in close coordination and consultation with the tec hnical team and UNDP Project Engineer.

The Contractor is required to perform/execute construction and supply and installation of all other req uirements according to the Bill of Quantities, and Technical Specifications within **45 calendar days**

Section 3b: Related Services

S. No.	Item/s to be Supplied	Qty.	Description/ Specifications of Goods	Related Services	Contract Duration
1	**Rehabilitation of 28 Schools in Al Qayara Sub District, Ninwa Governorate, Iraq**	Unit Price	As per BoQs	As per BoQs	45 calendar days for each lot

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Terms of the Equipment	DAP
Exact Address	**Al Qayara Sub District, Ninwa Governorate, Iraq**
Testing Requirements	All construction materials should be tested according to construction works specification.
Technical Support Requirements	As per the BoQ.
Duration of Contract	45 calendar days for each lot
Payment Terms	50% of the total contract amount shall be paid within 30 days upon UNDP's acceptance of the works as based on written acceptance certificate of completion of 50% of works. Remaining 50% of the total contract amount shall be paid within 30 days upon UNDP's acceptance of the works as based on written acceptance certificate of completion of all works.
Conditions for Release of Payment	Certificate of payment from the UNDP Project Engineer duly certified by the Project Manager

Section 4: Bid Submission Form[1]

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location
Insert: Date

To: [*insert: Name and Address of UNDP focal point]*

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for **ITB-058/17 – Rehabilitation of 28 Schools in Al Qayara Sub District, Ninwa Governorate, Iraq: Lot1- Al Ahud Schools, Lot2- Ezhilalh and Al Zoyaa Schools and Lot3- Arkoba and Ajehlh Schools and Lot4- Al Qayyarah and Al Imam Schools** in accordance with your Invitation to Bid dated March 20, 2017. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for **90 days**.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

[1] *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.*

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form[2]

Date: *[insert date (as day, month and year] of Bid Submission*]
ITB No.: *[insert number of bidding process]*

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1. Bidder's Legal Name *[insert Bidder's legal name]*		
2. In case of Joint Venture (JV), legal name of each party: *[insert legal name of each party in JV]*		
3. Actual or intended Country/ies of Registration/Operation: *[insert actual or intended Country of Registration]*		
4. Year of Registration in its Location: *[insert Bidder's year of registration]*		
5. Countries of Operation	6. No. of staff in each Country	7.Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation:*[insert Bidder's legal address in country of registration]*		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? ☐ YES or ☐ NO		

[2] *The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.*

14. Attached are copies of original documents of:

☐ All eligibility document requirements listed in the Data Sheet

☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered

☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)[3]

Date: *[insert date (as day, month and year) of Bid Submission*]
ITB No.: *[insert number of bidding process]*

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1. Bidder's Legal Name: *[insert Bidder's legal name]*		
2. JV's Party legal name: *[insert JV's Party legal name]*		
3. JV's Party Country of Registration: *[insert JV's Party country of registration]*		
4. Year of Registration: *[insert Party's year of registration]*		
5. Countries of Operation	6. No. of staff in each Country	7.Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: *[insert Party's legal address in country of registration]*		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any): Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		
13. JV's Party Authorized Representative Information Name: *[insert name of JV's Party authorized representative]* Address: *[insert address of JV's Party authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]* Email Address: *[insert email address of JV's Party authorized representative]*		
14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ All eligibility document requirements listed in the Data Sheet ☐ Articles of Incorporation or Registration of firm named in 2. ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

[3] *The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.*

Section 6: Technical Bid Form[4]

INSERT TITLE OF THE ITB

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

[4] *Technical Bids not submitted in this format may be rejected.*

SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

This section should demonstrate the Bidder'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; and demonstrating how the proposed bid meets or exceeds the specifications.

2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

Item No.	Description/ Specification of Goods	Source/ Manufacturer	Country of Origin	Qty	Quality Certificate/ Export Licences, etc. (indicate all that applies and if attached)

A supporting document with full details may be annexed to this section

2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

2.3. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6 Implementation Timelines: The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.7. Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.8. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the bid and its implementation.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: *Highlight experience in the region and on similar projects.*		
Relevant Experience (From most recent):		
Period: From – To	**Name of activity/ Project/ funding organisation, if applicable:**	**Job Title and Activities undertaken/Description of actual role performed:**
e.g. June 2010-January 2011		
Etc.		
Etc.		
References (minimum of 3):	*Name* *Designation* *Organization* *Contact Information – Address; Phone; Email; etc.*	
Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement. _____ _____ Signature of the Nominated Team Leader/Member Date Signed		

Section 7: Price Schedule Form

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

1. All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Annex II, Conditions of Contract, Section, and Clause 18.
2. The rates shall be used for the price analyses and evaluation purposes or any other requirements during the project implementation and shall be fixed and firm for the duration of the contract and any claim for price adjustment will not be entertained. The prices shall be inclusive of all facilities, office running cost, communication, transportation, and company overheads …. etc.
3. The price of the items in the schedules (unless otherwise indicated) include: Supply of new and best quality materials approved by the supervisor engineer, manpower, instruments and installation, purchase or hire of machines and equipment used in the execution of the work and transport materials from stored areas and whatever necessary to provide best quality workmanship required for the respective works.
4. The General Technical Specifications (GTS) of Iraq applies to all items unless otherwise stated as well as supervisor engineer instructions and approval.
5. No new items shall be added unless otherwise expressly allowed for in the Schedules.
6. Offers are expected to reflect realistic prices. Any gross deviations from the prevailing market prices or unethical manipulations may cause the offeror to be disqualified.
7. UNDP has the right to increase or decrease for any item quantity or minor modifications to the structures for the same unit price in the BOQ or to omit any item / structure considered not necessary without any compensation to the contractor.
8. Any damage resulted from defect in execution by the Contractor on the executed works during the defects liability period (one year after Substantial completion of the work) should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from UNDP.
9. If the Contractor fails to deliver the services within the time period(s) stipulated by the contract, UNDP shall, without prejudice to its other remedies under the contract, invoke Section 5: Special Conditions, Liquidated Damages.
10. All electrical, sanitary and drinking water net installations should be tested and approved by the supervisor engineer upon completion of the works.
11. **BOQ is attached separately**.

Completion Period**: 45 calendar days** Agree: Yes



Warranty Period: **One (12 month) calendar year** Agree: Yes

Delivery Term: DAP: **Al Qayara Sub District, Ninwa Governorate, Iraq**
Company Stamp and Signature: ----------
Official E-mails of the Company: ----------
Date: ----------

Section 8: FORM FOR BID 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 Bidder") has submitted a Bid to UNDP dated Click here to enter a date. , to deliver goods and execute related services for *[indicate ITB title]* (hereinafter called "the Bid"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

a) Fails to sign the Contract after UNDP has awarded it;
b) Withdraws its Bid after the date of the opening of the Bid;
c) Fails to comply with UNDP's variation of requirement, as per ITB Section F.3; or
d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, 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 Price Bid 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 30 days after the date of validity of the bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....

Section 9: FORM FOR PERFORMANCE SECURITY[5]

(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 dated 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 .....

[5] *If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template*

Section 10: Form for Advanced Payment Guarantee[6]-Not Applicable

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

_____ *[Bank's Name, and Address of Issuing Branch or Office]*
Beneficiary: _____ *[Name and Address of UNDP]*
Date: _____ ++++++++++++++
ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Company]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[insert: date]* with you, for the provision of *[brief description of ITB requirements]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in words]* (*[amount in figures]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*)[7] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the __ day of _____, 2___, 20__ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____
[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

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[6] *This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.*

[7] *The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.*

Section 11: Contract

[redacted]