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REQUEST FOR QUOTATION RFQ 030/17 (Works)

NAME & ADDRESS OF FIRM	DATE: 1 May 2017
	REFERENCE: Construction of passive solar greenhouse with drip irrigation system in Ardvi community of Lori region.

Dear Sir / Madam:

We kindly request you to submit your quotation for **Construction of passive solar greenhouse with drip irrigation system in Ardvi community of Lori region**, 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 **15 May 2017, 18:00** (local time) via ☐ e-mail OR ☐ courier mail to the address below:

United Nations Development Programme
14 Petros Adamyan, Yerevan, Armenia
or
tenders-armenia@undp.org

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 3 email transmissions. 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 works:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	-
Customs clearance ¹ , if needed, shall be done by:	-

¹ Must be linked to INCO Terms chosen.

Exact Address/es of Delivery Location/s (identify all, if multiple)	Ardvi community of Lori region, Armenia
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> 90 days from the signing of Civil works contract. <input checked="" type="checkbox"/> As per Delivery Schedule attached (Annex 1)
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Packing Requirements	N/A
Preferred Currency of Quotation ²	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency : Armenian drams
Value Added Tax on Price Quotation ³	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Defect liability period	12 month after substantial completion of works
Deadline for the Submission of Quotation	Monday, May 15, 2017 at 18:00 (local time, GMT+4)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others: Armenian
Documents to be submitted ⁴	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2 (Tables 1, 2, 3, 4, 5, 6, 7, 8), and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate (proving at least 3 years of experience); <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input checked="" type="checkbox"/> The Contractor/Subcontractor should submit the copies of licenses (based on acting legislative norms) for conducting of the appropriate construction/renovation works (License for conducting respective construction works). <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; <input checked="" type="checkbox"/> List of contracts successfully completed within past 3 years. <input checked="" type="checkbox"/> Construction timetable. <input checked="" type="checkbox"/> The minimum average annual turnover for the past 3 years: USD 50,000.00 equivalent. <input checked="" type="checkbox"/> Others: Written guarantee on availability of the required staff, workforce, machinery and equipment within one weeks after the contract signing
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days

² Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

³ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

⁴ First 2 items in this list are mandatory for the supply of imported goods

	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 ⁵	<input checked="" type="checkbox"/> 60% of the total contract amount will be paid upon completion and acceptance by Project's Coordinator and Civil Engineer of at least 50% of the total volume of construction works for passive solar greenhouse in Ardvi community of Lori region is conducted according to the provided design. <input checked="" type="checkbox"/> 40% of the total contract amount will be paid upon completion of construction works (acts of completed works are subject to approval by Project's Coordinator and Civil Engineer and have to be presented not later than within 5 days following the final commissioning of the works.
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.1%, but not more than 10% from the work price Max. no. of days of delay : 6 weeks Next course of action : contract termination

⁵ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

Evaluation Criteria [check as many as applicable]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁶ <input checked="" type="checkbox"/> Full acceptance of the UNDP General Terms and Conditions <input checked="" type="checkbox"/> Compliance to the following administrative criteria: - Bid should be submitted before the tender deadline. - Bid should be valid for the period as mentioned in section: Period Validity of Quotes. - Bid is signed by the Authorized person. - Bid includes all required documents as indicated in the section: Documents to be submitted. <input checked="" type="checkbox"/> Compliance to the following technical criteria a. A construction company with the valid Registration. b. Minimum 3 years of experience in similar construction. c. Foremen with at least three-year tenure and at least three-year experience in performing similar works comparable in volume and character d. Valid license for requested works based on the technical documentation. e. Availability of relevant equipment/tools, staff and machinery. f. Works should be performed within 90 days. g. The minimum average annual turnover for the past 3 years: USD 50,000.00 equivalent
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier <input type="checkbox"/> One or more Supplier, depending on the following factors
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement ⁷ (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input checked="" type="checkbox"/> Other Type/s of Contract: Civil works contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of Contract if the delivery/completion is delayed by 42 days or the quality of performed works is unsatisfactory. <input type="checkbox"/> Others
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Works by Project's Coordinator and Civil Engineer based on full compliance with RFQ requirements,

⁶ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁷ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

Annexes to this RFQ ⁸	<input checked="" type="checkbox"/> Specifications of the Goods/Works Required (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"/> Others Bill of Quantities, Drawings (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) ⁹	<i>Procurement Unit</i> <i>procurement.armenia@undp.org</i> 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.

Goods 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**

⁸ Where the information is available in the web, a URL for the information may simply be provided.

⁹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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,

Procurement Unit

SCOPE OF WORK

I. Information on assignment

Post Title:	Construction works: “Construction of passive solar greenhouse with drip irrigation system in Ardvi community of Lori region.”
Duration:	June – August, 2017, 3 months
Project Title:	“Climate Risk Mitigation: Passive Solar Greenhouse” UNDP 00101302 and “Mainstreaming Sustainable Land and Forest Management in Mountain Landscapes of North-Eastern Armenia” UNDP-GEF 00091048
Location:	Ardvi community, Lori region, Republic of Armenia

II. Background Information

UNDP is implementing the “Climate Risk Mitigation: Passive Solar Greenhouse” and “Mainstreaming Sustainable Land and Forest Management in Mountain Landscapes of North-Eastern Armenia” Projects. Projects’ components include promotion of climate preparedness in vulnerable rural communities with regard to climate change risks and release of pressure from neighboring forest ecosystems by providing stable source of income to local households.

III. Scope of the Work

Under the overall supervision of Environmental Governance Portfolio Analyst and direct supervision of the Climate Change Programme Coordinator and “Mainstreaming Sustainable Land and Forest Management in Mountain Landscapes of North-Eastern Armenia” Technical Task Leader, the contractor will be responsible for the implementation of works to construct a passive solar greenhouse with drip irrigation system in Ardvi community of Lori region according to the design.

The main task activities:

Within the framework of the construction works, the contractor shall perform the following tasks:

1. Construct the passive solar greenhouse with drip irrigation system in Ardvi community of Lori region according to the provided technical terms.
2. Conduct construction strictly following the design, the requirements of acting construction norms, and the technological requirements and instructions on the use of new materials/products.
3. Assist the Project experts, technical quality control and design organizations in the implementation of technical and copyright control (provide experts site visits, etc.). Particularly, it can include the following:
 - Timely response to any question raised by the Project consultant/expert, troubleshooting of any observed defects in a specified time.
 - If needed, notify the consultant/expert in a reasonable timeframe about any impediments that may have arisen and present recommendations for solution.
4. Provide documentation for the covered work (including photo and attachments to regulations).
5. Adhere to the environment protection and construction safety-related requirements of current legislation. The contractor is fully responsible for third persons’ life, health, property and other caused damages.

IV. Special requirements

1. Strictly keep the construction work schedule agreed with the Project management according to the construction phases and work implementation sequence.

Failure to comply with the construction work schedule by the contractor causes a contractual penalty equal to 0.1% of the contract budget per day calculated by non-cumulative basis and no more than 10% from the work price.

2. Amendments to the design documentation arising per the actual implementation of the respective works are subject to written agreement between the parties.

V. General provisions

1. Technical supervision of the construction quality shall be performed with controlling inspections, openings, controlling measurements, inspections of design volumes of the works and tests in accordance with the “Implementing technical supervision over the construction quality” regulation approved by the order #44 of RA Ministry of Urban Development on April 28, 1998.
2. The Project shall assign consultant/expert to perform supervision over the volumes of work and the quality control for their compliance with the agreed schedule. The consultant/expert will implement control over the covered works and sign the respective acts.
3. If the construction quality is not properly ensured and/or there are deviations from the design documents as indicated by the consultant/expert, elimination of all the deficiencies and/or all the necessary reconstruction arisen thereof shall be implemented by the contractor at its own expense.
4. Taking into consideration the environmental footprint and climate change mitigation needs, preference will be given to companies from Lori region.

VI. Deliverables

	Description of Services	Cost	Due date
1.	Not less than 50% of the total volume of construction works for passive solar greenhouse in Ardvi community of Lori region is conducted according to the provided design. Provided documentation for the covered work.	60%	July 15, 2017
2.	Greenhouse is finalized for the use. Provided documentation for the covered work.	40%	August 15, 2017

VII. Payment terms

Payment will be done in 2 installments (60% and 40%) in AMD, upon timely completion of respective task and their acceptance by the Climate Change Programme Coordinator and “Mainstreaming Sustainable Land and Forest Management in Mountain Landscapes of North-Eastern Armenia” Technical Task Leader based on the signed acceptance act.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ 030/17**:

Date: *[insert date (as day, month and year) of Bid Submission]*

RFQ No.: *[insert number of bidding process]*

Table 1: General information

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>
3. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>
4. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>
5. Banking details:
6. Value and Description of Top three (3) Biggest Contract for the past three (3) years
7. List available licenses and their validity:
8. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
9. Confirmation of the minimum average annual turnover for the past 3 years: USD 50,000.00 equivalent (please attach the appropriate documentation).
10. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO
11. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet

Table 2: Construction works within past 3 years

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

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Table 3: Personnel

#	Name	Position	Qualification	Work experience, years	Status: permanent/temporary

Table 4. Current liabilities

#	Brief contract description (type of work, volumes)	% of performed works on the date of bid submission	Name of the involved personnel (please indicate the personnel which to be involved in this assignment)
1			
2			
3			
4			
...			
N			

Table 5: Schedule of works:

#	Work type	Duration	Start date	End date
1				
2				
3				
4				
5				
...				
N				

Table 6: Financial offer

No.	Deliverables	Price (currency) VAT exclusive
1	Construction of passive solar greenhouse with drip irrigation system in Ardvi community of Lori region	
2	Total	

Table 7: Bill of Quantities

The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based Attached Bill of Quantities (Annex4_BoQ_030-17.docx). Quotation with NO completed Bill of Quantities will be disqualified.

Table 8: Other information related to this RFQ

Other information related to this RFQ	Your answers		
	<i>Yes, we accept</i>	<i>No, we cannot accept</i>	<i>If you cannot accept, please suggest your conditions</i>
Availability of Company's state registration certificate			
Minimum 3 years of experience in similar construction.			
Acceptance of payment conditions: 60% of the total contract amount will be paid upon completion and acceptance by Project Engineer of at least 50% of the total volume of construction works for passive solar greenhouse in Ardvi community of Lori region is conducted according to the provided design. 40% of the total contract amount will be paid upon completion of construction works (acts of completed works are subject to approval by Project's Civil Engineer and have to be presented not later than within 5 days following the final commissioning of the works.			
Foremen with at least three-year tenure and at least three-year experience in performing similar works comparable in volume and character			
Full acceptability of UNDP General provisions and conditions			
Works performance duration: 90 days.			
Availability of relevant equipment/tools, staff and machinery			
Valid license for requested works based on the technical documentation.			
The minimum average annual turnover for the past 3 years: USD 50,000.00 equivalent			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

General Conditions of Contract for Civil Works

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____[**INSERT PROJECT NUMBER AND TITLE**]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of _____ [**INSERT NAME OF THE COUNTRY**] (hereinafter referred to as the "Contractor") in order to perform _____ [**INSERT SUMMARY DESCRIPTION OF THE WORKS**] (hereinafter referred to as the "Works"), in accordance with the following Contract:

1.Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, _____ [**INSERT REVISION NUMBER AND DATE FROM THE CONTRACTS DOCUMENTS LIBRARY**], attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this letter;
 - b) the Technical Specifications and Drawings [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Tender _____ [**IF THE CONTRACT IS ON THE BASIS OF UNIT PRICE, INSERT: including the Priced Bill of Quantities**] [ref....., dated], as clarified by the agreed minutes of the negotiation meeting¹⁰ [dated.....], not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

¹⁰ If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Technical Specifications/Drawings, as appropriate.

_____ [INSERT NAME AND ADDRESS OF
THE CONTRACTOR]

2. Obligations of the Contractor

- 2.1 The Contractor shall commence work within ____ [INSERT NUMBER OF DAYS] days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by .././.... [INSERT DATE], in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.
- 2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by .././.... [INSERT DATE].
- 2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment¹¹

- 3.1 In full consideration of the complete and satisfactory performance of the Works under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Invoices shall be submitted by the Contractor to the Engineer upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u> ¹²	<u>AMOUNT</u>	<u>DATE</u>
Upon signature of Contract/./....
....././....
Upon substantial completion of Works/./....
Upon final completion of Works/./....

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

¹¹ This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.

¹² In the case of advance payments, the amount should not exceed 15%.

- 3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.
- 3.3 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.
- 3.4 The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties, invoices for the work performed and materials utilized every _____ **[INSERT PERIOD OF TIME OR MILESTONES]** and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.¹³

[THE FOLLOWING CLAUSES ARE COMMON TO OPTIONS 1 & 2 AND MUST BE NUMBERED ACCORDING TO THE OPTION CHOSEN FOR ARTICLE 3]

- 3.@ UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt.
- 3.@ Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.
- 3.@ Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

4. Special conditions¹⁴

- 4.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee ¹⁵for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.¹⁶

¹³ In the case of advance payments, the amount should not exceed 15%.

¹⁴ Under this Section, the Programme Officer may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted.

¹⁵ If the legislation of the Country of the Contractor forbids the use of bank guarantees, a bond may be accepted.

¹⁶ This clause must be used when an advance payment of \$50,000 or more is granted to the Consultant..

- 4.2 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE OF TOTAL CONTRACT PRICE THAT THE ADVANCE REPRESENTS]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.¹⁷ Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the bank guarantee referred to in 4.1 above.
- 4.3 The Performance **[SELECT BOND/GUARANTEE]** referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of _____ **[INSERT -PERCENTAGE OF THE TOTAL]**

ESTIMATED OR FIXED PRICE OF THE CONTRACT IN THE CASE OF A GUARANTEE AND 30% IN THE CASE OF A BOND].¹⁸

- 4.4 ***[THE USE OF THIS CLAUSE REQUIRES APPROVAL BY THE PROJECT DIRECTOR/UNDP PROGRAMME OFFICER]*** The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Engineer.
- 4.5 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of.....**[CONSULT THE ENGINEER FOR APPROPRIATE AMOUNT]**.
- 4.6 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be ____ **[INSERT PERCENTAGE]** of the price of the Contract per week of delay, up to a maximum of 10% of the final price of the Contract.

5. Submission of invoices

- 5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.
- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.
- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

¹⁷ This clause must be used when an advance payment is granted (whatever the amount) in a cost reimbursement contract.

¹⁸ The reason for the distinction between a 10% bank guarantee and a 30% performance bond is that bank guarantees are generally unconditional and can be called directly without proof of nonperformance, whereas most performance bonds are conditional and require some proof of nonperformance. There are usually additional costs and time delays incurred with cashing a performance bond and so a higher percentage is requested to cover the extra work involved. Some banks outside of the U.S. may call certain guarantee instruments, "performance bonds or guarantees" although they may only be conditional guarantees. It is important to review the text of the instrument to determine whether it is a conditional or unconditional guarantee.

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Modifications

- 7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

8. Notifications

- 8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

_____ [INSERT NAME OF RR OR
DIVISION CHIEF]

Chief

United Nations Development Programme

Ref. ____/____/____ [INSERT CONTRACT REFERENCE & NUMBER]

Telex: _____

Fax: _____

Cable: _____

For the Contractor:

[Insert Name, Address and Telex,
Fax and Cable Numbers]

- 8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

[Insert Name, Address and Telex,
Fax and Cable Numbers of the Engineer]

OR

- 8.2 UNDP shall communicate as soon as possible to the Contractor after the signature of the Contract, the address of the Engineer for the purposes of communication with the Engineer under the Contract.

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME OF RR or Bureau/Division Director]

For [Insert name of the company/organization]

Agreed and Accepted:

Signature _____

Name _____

Title _____

Date _____

Annex 4

The Bill of Quantities and Drawings are attached separately.

The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based Attached Bill of Quantities (Annex4_BoQ_030-17.docx). Quotation with NO completed Bill of Quantities will be disqualified.