

# **INVITATION TO BID**

**Lot-1 Renovation of Housing Works of (330) units in Aleadhra',  
Alnasim, Almuealimin Neighborhood**

**Lot- 2 Renovation of Housing Works of (355) units in Khazna  
village/Baratalla City/ Ninawa Governorate**

**IRQ-ITB/404/17**

UNDP, Iraq



*Empowered lives.  
Resilient nations.*



## **United Nations Development Programme**

October, 2017

### **Section 1. Letter of Invitation**

**IRQ-ITB/404/17**

**Renovation Housing Works of (330) units in Aleadhra', Alnasim, Almuealimin  
Neighborhood + Renovation Housing Works of (355) units in Khazna village/Baratalla City/  
Ninawa Governorate in two lots**

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 **[Attached separately]**
- Section 8 – Form for Bid Security
- Section 9 – Form for Performance Security
- Section 10 – Contract to be Signed, including General Terms and Conditions
- Appendix A – Drawings
- Appendix B – Instructions manual for use of the eTendering system by suppliers.
- Appendix C – Terms and Conditions for use of online eTendering system.

Your offer, comprising of a Technical Bid and Price Schedule, should be submitted in accordance with Section 2, through eTendering online system and by the deadline indicated in <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using  
Username: event.guest  
Password: why2change and follow the registration steps as specified in the system user guide.

Bidders are strongly recommended to conduct the physical visit for complete understanding of Scope of Work prior sending the formal bid to UNDP. The site visit will be organized on 10:00 hrs.– 12:00 hrs., 15 October 2017.

Focal Person: Engineer Sinan Ali

Email: [sinan.ali2@ymail.com](mailto:sinan.ali2@ymail.com)

Phone: +964 07714444226

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation" button no later than 12 October 2017. If that is not the case, UNDP would appreciate your indicating the reason, for our records

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly. 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 Siddig A. Mudawi  
Head of Service Center, Stabilization Pillar



## 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/transparencypdocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencypdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](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);
- 9.1 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8). A scanned copy of this document must be attached with your proposal in the system and the original must be sent by mail. Original must arrive no later than [insert date and time];
- 9.5 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 by uploading the document with the responses in the system (including an explanation of

the query but without identifying the source of inquiry). After which, all Proposers who have accepted in the Invitation will be automatically alerted that such a clarification has been posted online.

- 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 that will be uploaded in the system and made available to all Invited Bidders. All prospective Bidders (Bidders who have "accepted the Bid Invitation" in the system) will be notified in writing that changes have occurred, 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 **Bid Event**). 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 **Bid Event**, 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 any 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 uploaded on the system. 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 all other documents required online in the eTendering system. Bids submitted in any other form will not be accepted unless explicitly authorized by UNDP in advance.

23.2 In the unlikely and exceptional event that the Bidder encounter technical problems when

submitting the proposal in the system, then the Bid can be sent via email as instructions in Data Sheet (DSNo. Xx). Bidders are however strongly advised to undertake all necessary efforts, including requesting support from UNDP, to submit the Bid through the online system. In all cases, email submissions must be authorized and accepted by UNDP prior to the submission deadline indicated. *Bids submitted via email which does not have prior authorization by UNDP will not be accepted.*

- 23.3 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. 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 cancelling or editing their bid in the system

#### **25. 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**

#### **26. 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.

## **27. Evaluation of Bid**

29.1 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.

## **28. 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.

## **29. 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.

### **30. Nonconformities, Reparable Errors and Omissions**

30.3 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.

30.4 In the event when Provided that the Bid is substantially responsive, the system automatically calculates the final bid prices by multiplying the unit price by the quantity.

30.5 The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed:

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

## **F. AWARD OF CONTRACT**

### **31. 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/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/))

### **32. 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).

### **33. 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.

### **34. 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.

**35. Performance Security**

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.

**36. 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.

**37. 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:	Lot-1 Renovation Housing Works of (330) units in Aleadhra', Alnasim, Almuealimin Neighborhood;  Lot-2 Renovation Housing Works of (355) units in Khazna village/Baratalla City/ Ninawa Governorate
3		Country:	Iraq
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Allowed  The bidders can submit the bid for one lot or multiple lot depending upon their technical capacity and financial capacity.
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-Bid conference / Site Visit:	<input checked="" type="checkbox"/> The bidders are encouraged to conduct physical site visit for complete understanding of Scope of Work prior sending the formal bid to UNDP. The site visit will be organized on 15 October 2017, 10:00 hrs – 12:00 hrs  Focal Point: Engr. <b>Sinan Ali</b> Email: <a href="mailto:sinan.ali2@ymail.com">sinan.ali2@ymail.com</a> Phone: +964 07714444226
8	C.21.1	Period of Bid Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days



9	B.9.5 C.15.4 b)	Bid Security	<p><input checked="" type="checkbox"/> Required Amount: <b>US\$ 15,000.00</b> per lot</p> <p>In case the bidder opted to submit their bids for both lots the amount should be <b>US\$30,000.00</b></p> <p>Issued in the name of the Resident Representative, UNDP- Iraq.</p> <p>The original bid Security must be kept by the bidder to be presented at a later date upon request.</p> <p><b>Copy of the bid security should be submitted separately and properly marked along with the Offer.</b></p> <p><b>Note: Bids without bid security will neither be accepted nor be included in the evaluation process.</b> Please provide the following information to UNDP in support of the verification process of the bid security.</p> <p>1. Name of Bank: _____  2. Focal Person Name: _____  3. Email address: _____  4. Telephone number: _____  5. Bank address: _____</p> <p><b>UNDP reserves the right to reject any bid security when the information provided above cannot be verified by UNDP staff through reasonable efforts.</b></p>
10	B.9.5	Acceptable forms of Bid Security	<p><input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template)  <input checked="" type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check</p> <p><b><u>Note: Personal cheque shall not be accepted. Bids with uncertified personal cheque will not be accepted and will not be included in the evaluation.</u></b></p>
11	B.9.5 C.15.4 a)	Validity of Bid Security	<p><input checked="" type="checkbox"/> 150 days from the last day of Bid submission.</p> <p>Bid Security of unsuccessful Bidders shall be returned.</p>
12		Advanced Payment upon signing	<input checked="" type="checkbox"/> Not allowed

		of contract	
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5%  Max. no. of days of delay: Thirty (30) calendar days Next course of action: Thereafter the contract may be terminated;
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/questions	<input checked="" type="checkbox"/> 4 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	<input checked="" type="checkbox"/> Focal Person in UNDP: Mohammed Abbas, procurement Analyst E-mail: <a href="mailto:mohammed.abbas@undp.org">mohammed.abbas@undp.org</a>  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
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Supplemental information will be uploaded in the system. It is the responsibility of the Proposers to view the respective changes and clarifications in the system
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone).  <b>PLEASE NOTE: -</b> 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.

			2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Online bidding in E-tendering module. <a href="http://etendering.partneragencies.org/">http://etendering.partneragencies.org/</a>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: <b>UNDP e-Tendering Portal</b> <a href="http://etendering.partneragencies.org/">http://etendering.partneragencies.org/</a> <input checked="" type="checkbox"/> Format: Excels (BOQ) and PDF files only
24	D. 23	Date, time and venue for Public Bid Opening	<input checked="" type="checkbox"/> The Public Bid Opening Report will be sent directly from the system to bidder who have successfully posted a bid. This report only displays total Bid price for each bid submitted.
25		Evaluation method to be used in selecting the most responsive Bid	<input checked="" type="checkbox"/> Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> 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)	<input checked="" type="checkbox"/> Bid Security  <input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured. <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation. <input checked="" type="checkbox"/> Last six years Audited Financial Statement (Income Statement and Balance Sheet) including <u>Auditor's Report</u> for the past six years: (2011, 2012, 2013, 2014, 2015 & 2016) <b>Note: UNDP shall verify the financial capacity of the bidder and has the authority to seek references from concerned parties &amp; banks on the bidder' financial standing.</b> <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top <i>[two]</i> Clients in terms of Contract Value; <input checked="" type="checkbox"/> Implementation timetable as per project requirements for applied Lots;

			<input checked="" type="checkbox"/> 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 2 contracts, implemented over the past 5 years; <input checked="" type="checkbox"/> List and value of ongoing projects with UNDP (if any) with approved completion ratio; <input checked="" type="checkbox"/> Bid Submission Forms duly filled, (See ITB Section 4). <input checked="" type="checkbox"/> Documents Establishing the Eligibility and Qualifications of the Bidder (See ITB Section 5) <input checked="" type="checkbox"/> Technical Bid Form (See ITB Section 6). <input checked="" type="checkbox"/> Duly completed Price schedule (BOQ) duly signed and stamped; (See ITB Section 7); <input checked="" type="checkbox"/> CVs of the proposed key staff as per UNDP requirement, ref. to BDS Clause 32
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	<p>Structure:</p> <ul style="list-style-type: none"> <li>✓ Section 2, Clause 15 (Instruction to Bidders);</li> <li>✓ Signed Bid Submission form;</li> <li>✓ Documents in 26 above;</li> <li>✓ Section 3a (Schedule of Requirements and Technical Specifications);</li> <li>✓ Section 3b (Related Services) and data listed under Section 6 Technical Bid Form.</li> </ul> <p>Submitted documents should be in line with Bid Data sheet requirements.</p>
29	C.15.2	Latest Expected date for commencement of Contract	<i>December 3, 2017</i>
30	C.15.2	Maximum Expected duration of contract	<p>90 calendar days for each lot.</p> <p>Note: The Contractor must start the works within one-week timeframe upon receipt of signed notice of commencement from UNDP Project Engineer</p>
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Bidder or Multiple bidders based on technically qualification and offering the lowest price in each lot.

			<p>As bidders, may submit bids for one lot, multiple Lots OR all lots, and may be the lowest evaluated priced for multiple Lots, selection for each Lot is subject to the following additional considerations:</p> <ul style="list-style-type: none"> <li>a) UNDP may select to first award a Lot to a bidder which is lowest priced in multiple Lots.</li> <li>b) The bidder having on-going contracts with UNDP and completion ratio is less than 70% the bidder will be required to submit additional documents to prove his technical and financial capacity to undertake additional contracts. In case the bidder fails to demonstrate enough capacity to handle additional works including the proposed lot/s, UNDP may recommend award to the next lowest responsive bidder;</li> <li>c) Ongoing work that is 70% or more completed with satisfactory performance may be excluded from current workload calculation.</li> </ul>
32	F.34	Criteria for the Award and Evaluation of Bid	<p><b><u>Award Criteria</u></b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications</li> <li><input checked="" type="checkbox"/> Compliance on the following qualification requirements:</li> </ul> <p><b><u>Bid Evaluation Criteria</u></b></p> <p><b><u>Evaluation will be carried out on lot-wise basis:</u></b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Full compliance of Bid to the Technical bid data sheet Requirements;</li> <li><input checked="" type="checkbox"/> Minimum of 2 similar projects (renovation/rehabilitation/reconstruction) has been successfully completed during the last 5 years;</li> <li><input checked="" type="checkbox"/> Compliance with start-up, delivery or installation deadlines set in the ITB;</li> <li><input checked="" type="checkbox"/> Appropriateness of implementation work plan starting from Contract signature to project completion and handover. The work plan must show detailed list of tasks,</li> </ul>

			<p>duration, and allocated resources per task for each lot;</p> <p><input checked="" type="checkbox"/> Qualification of key personnel to be assigned to the contract.</p> <p><b>Project Team Leader</b> with minimum 4 years of experience in similar works CV should be attached. Project management qualifications will be an added advantage (for each lot).</p> <p><b>One Site Engineer</b> with 3 years of relevant experience having degree in Civil Engineering. CVs should be attached (for each lot).</p> <p><b>One Civil Engineer</b> with 3 years of relevant experience having degree in Mechanical Engineering (for each lot).</p> <p><input checked="" type="checkbox"/> Compliance with the minimum turnover requirement in any single year during the last six years (2011, 2012, 2013, 2014, 2015 &amp; 2016) of US\$ 800,000 OR</p> <ul style="list-style-type: none"> <li>➤ OR Access to credit facility of up to US\$600,000 The evidence shall clearly demonstrate that the financing is available for the concerned contract.</li> <li>➤ JV/consortium - The leading member shall meet not less than 50% of the turnover criteria and financial resources criteria.</li> </ul> <p>JV/consortium - Each member shall meet not less than 25% of the turnover criteria and financial resources criteria.</p> <p>Capacity Assessment</p> <p>Bidders who meet the evaluation criteria will be qualified only if their available bid capacity is positive. The available bid capacity will be calculated as under:</p> <p style="text-align: center;"><b>Assessed Available Bid capacity = (A*1.5 - B)</b></p> <p>Where</p> <p>A = The highest turnover over the past 6 years (2011 through 2016).</p> <p>B = Value of existing commitments and on-going works (UNDP and non-UNDP contracts) to be completed during the next years. The baseline date for calculating the outstanding commitment of the bidder is bid closing date.</p>
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			<p><b><i>Above mentioned criteria apply to single lot. If a bidder wishes to qualify for more than one lot, the qualification shall cover cumulative value of above mentioned criteria.</i></b></p> <p><b>Price Deviation:</b> 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.</p>
33	E.29	Post qualification Actions	<p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p>
34		Conditions for Determining Contract Effectivity	<p><input checked="" type="checkbox"/> UNDP's receipt of Performance Bond</p> <p><input checked="" type="checkbox"/> UNDP's approval of plans, drawings, samples, etc.</p> <p><input checked="" type="checkbox"/> UNDP's Handover of Site to Contractor</p> <p><input checked="" type="checkbox"/> Contract signature of the civil works by both UNDP and Contractor;</p>
35		Other Information Related to the ITB	<input checked="" type="checkbox"/> N/A

## Section 3a: Schedule of Requirements and Technical Specifications

**Scope of Works:** Name of the Project Rehabilitation of Residential Houses in Bartala

**Project background:** Renovation of houses in three neighborhoods and one village of Bartala, to help families return to their homes.

**Location:**

- **Lot1:**

Centre of Bartala (Aleadhra', Alnasim, Almuealimin) Neighborhoods / Bartala sub-district, (Hamdaniah district, Ninewa Governorate.

- **Lot2:**

Khazna village / Bartala sub-district, (Hamdaniah district, Ninewa Governorate.

**Building/Construction description:**

The work includes important and necessary activities only to ensure provision of basic living requirements for the family.

**Brief description of the damage**

Living room, bedrooms, bathrooms and kitchens with repair of all doors, windows and damaged walls to make the house safe and secure.

**Works in brief:**

The rehabilitation work includes civil, sanitary and electrical works. The civil part of the works includes but not limited to site preparation, concrete works, steel doors replacing, plastering, painting, suspended ceiling, and as indicated on the BoQ. The sanitary works includes but not limited to wash basin, toilets, PVC pipes, galvanized pipes, water tank, taps, Manhole covers, and as indicated in the B.O.Q. The electrical works include switches, lighting fixtures, distribution board and as indicated in the B.O.Q.

- ✓ All works should be done and carried out as per BoQ and attached specifications;
- ✓ To perform the proposed works, the Contractor will work in close coordination and consultation with the technical team and UNDP Project Engineer;
- ✓ The Contractor is required to perform/execute the work according to the Bill of Quantities, and Technical Specifications.
- ✓ The Contractor advice to visit the designated site to become familiar with the condition of the work areas, the vicinity and the free space available for doing the work and storage of materials required for the execution of work. It is the bidders' responsibility to do research about the terrain and geographical conditions of the site before submitting bids.
- ✓ In general, the Contractor should become familiar with all prevailing conditions and circumstances which may affect the manner in which he will perform the work.
- ✓ The prices proposed by the Contractor in the bill of quantities after the site visit shall be considered to include all that is required to carry out the work under the local conditions and the foreseeable and unforeseeable expenses which will be required to complete the work.
- ✓ 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/performance 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.

### TERMS OF DELIVERY

The works to be executed is to be completed within **90 Calendar Days** for each lot from the date of site handover.



### Section 3b: Related Services

S. No.	Item/s to be Supplied	Qty.	Description/ Specifications of Goods	Related Services	Contract Duration
1	<b>Lot-1:</b> Renovation Housing Works of (330) units in Aleadhra', Alnasim, Almuealimin Neighborhood;	Unit Price	As per BoQs	As per BoQs	90 working days
2	<b>Lot-2:</b> Renovation Housing Works of (355) units in Khazna village/Baratalla City/ Ninawa Governorate				

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 Term [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DAP, Ninawa Governorate
Exact Address of Delivery/Installation Location	<input checked="" type="checkbox"/> <b>Lot1:</b> Centre of Bartala (Aleadhra', Alnasim, Almuealimin) Neighborhoods / Bartala sub-district, (Hamdaniah district, Ninewa Governorate. <input checked="" type="checkbox"/> <b>Lot2:</b> Khazna village / Bartala sub-district, (Hamdaniah district, Ninewa Governorate.
Mode of Transport Preferred	<input checked="" type="checkbox"/> N/A
UNDP Preferred Freight Forwarder, if any	<input checked="" type="checkbox"/> N/A
Distribution of shipping documents (if using freight forwarder)	<input checked="" type="checkbox"/> N/A
Delivery Date	<input checked="" type="checkbox"/> 90 days
Customs, if needed, clearing shall be done by:	<input checked="" type="checkbox"/> Supplier
Ex-factory / Pre-shipment inspection	<input checked="" type="checkbox"/> N/A
Inspection upon delivery	<input checked="" type="checkbox"/> Required As per BOQ

Installation Requirements	<input checked="" type="checkbox"/> Required As per BOQ
Testing Requirements	<input checked="" type="checkbox"/> Required As per BOQ
Scope of Training on Operation and Maintenance	<input checked="" type="checkbox"/> As per BOQ
Commissioning	<input checked="" type="checkbox"/> As per BOQ
Technical Support Requirements	<input checked="" type="checkbox"/> As per BOQ
Payment Terms	<input checked="" type="checkbox"/> 30% upon completion of 50% of the works, and within 30 days, upon UNDP's based on written acceptance certificate of completion of works. <input checked="" type="checkbox"/> 30% upon completion of 80% of the works, and within 30 days, upon UNDP's based on written acceptance certificate of completion of works. <input checked="" type="checkbox"/> 40% upon completion of all works, and within 30 days, upon UNDP's based on written acceptance certificate of completion of works.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Satisfactory completion of the required services as per the BOQs/specifications duly certified by the UNDP Project and Project Manager <input checked="" type="checkbox"/> Written Acceptance of works based on full compliance with ITB requirements
After-sale services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 6 months after completion of works
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English; or <input checked="" type="checkbox"/> Arabic

## Section 4: Bid Submission Form

*(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: Procurement Unit, UNDP Iraq

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for Renovation Housing Works of (330) units in Aleadhra', and (355) units in Khazna village/Baratalla City/ Ninawa Governorate in two lots in accordance with your Invitation to Bid. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- 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;
- 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;
- We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- 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 *[insert: period of validity as indicated in Data Sheet]*.

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,

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

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
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: <i>[insert Bidder's legal address in country of registration]</i>		
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: <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>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of:  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> 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 <input type="checkbox"/> 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)

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
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: <i>[insert Party's legal address in country of registration]</i>		
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: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

## Section 6: Technical Bid Form

**INSERT TITLE OF THE ITB**

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

### 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)

## 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:

<b>Name:</b>		
<b>Role in Contract Implementation:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Relevant Work Experience:</b>		
<b>Language Skills:</b>		
<b>Education and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References (minimum of 3):</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		
<p>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.</p>		
<hr/>		
Signature of the Nominated Team Leader/Member		Date Signed



## Section 7: Price Schedule Form

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### ATTENTION: BOQ ATTACHED SEPARATELY

The BOQs should be downloaded from the e-tendering portal, filled in properly and reattached in the system. Please don't fill the BOQs in the system file.

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. 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.
7. 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.
8. 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.
9. The works include the provision of all necessary materials, machinery, tools (adaptable to be

operated in risky environment) and paying and supervising labors as indicated in the table BoQ to rehabilitate the target houses, in coordination with the stabilization engineers, neighborhood block leaders, local council and the Municipality. The contractor should work in close cooperation with the residents on a daily basis, in particular the Mukhtar and Block Leaders, to plan and implement the works according to the approved and endorsed BoQ.

10. Any debris or waste materials shall be removed from the site to a landfill approved by the municipality.
11. The contractor is not allowed to burn trash, cut trees, and/or remove the debris other than those indicated by residents and BoQ.
12. The Contractor shall employ all labors and equipment operators determined in this BOQ. The Contractor is required to employ 100% of the labors from the local community of the targeted area. They shall be paid fair market rates. The contractor will keep record of number of work days utilized, and report this to UNDP in all project reporting.
13. The contractor must establish an office at the center of the site to follow up and supervise the work, and to be used for the labors' payments. It should also be suitable as the location where residents will come to get information about construction progress (e.g. starting dates), and be a forum for residents to voice concerns, problems or make suggestions to the contractor during implementation.
14. This is a community-led initiative under the leadership of the local council and Municipality. The contractor must maintain good relations with the local residents and respect the private spaces of all houses. Each resident in conjunction with UNDP engineers will verify the quality of completed works. Works that are not satisfactorily completed will need to be rectified.
15. The contractor is encouraged to hire female employees (from the area) where possible, for example as monitors or painters of interior rooms. As well, the contractor is encouraged to hire youth (from the area) and support their "on-the job" skills training and development. The labor reporting to UNDP will specify the number of men/women/youth.
16. Dispute resolution or implementation challenges: If a dispute or problem arises during implementation all parties will aim to peacefully resolve the problem through informal dialogue involving the Mukhtar, Block Leaders, Municipal Council focal point, Municipal focal point, and UNDP FFIS focal point to reach a mutually agreeable solution, within the agreed scope of works and required quality standards.
17. All the materials supplied by the contractor must be according to Iraq's standard

**Specifications.**

18. The contractor must provide samples, catalogues and specification of materials for testing and approval by the site engineer
19. Contractor must pay the cost for samples including any laboratory tests, both inside and outside the country as required
20. The price of works includes all job requirements as per Iraq's standard specification.
21. The price of works includes the water, and electrical test and operation.

## 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 (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.)***

---

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 .....

## Section 10: Contract

### MODEL CONTRACT FOR WORKS

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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 meeting<sup>13</sup> [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.

\_\_\_\_\_  
[INSERT NAME AND ADDRESS  
OF THE CONTRACTOR]

**2. Obligations of the Contractor**

- 2.1 The Contractor shall commence work within 7 [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, labor 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.

**3. Price and Payment<sup>14</sup>**

**OPTION 1 (FIXED PRICE)**

- 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 \_\_\_\_\_  
**CURRENCY & AMOUNT IN FIGURES AND WORDS].**

**[INSERT**

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.

- 3.2 Invoices shall be submitted by the Contractor to the Engineer upon achievement of the corresponding milestones and for the following amounts:

<b>MILESTONE<sup>15</sup></b>	<b><u>AMOUNT</u></b>	<b><u>DATE</u></b>
Upon signature of Contract	.....	...././....

.....	.....	.././....
Upon substantial completion of Works	.....	.././....
Upon final completion of Works	.....	.././....

---

## **OPTION 2 (COST REIMBURSEMENT)**

### **3. Price and payment**

- 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.<sup>16</sup>

**[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 conditions<sup>17</sup>

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<sup>18</sup> for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.<sup>19</sup>

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.<sup>20</sup> 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

PERCENTAGE OF THE TOTAL]

[INSERT -

ESTIMATED OR FIXED PRICE OF THE CONTRACT IN THE CASE OF A GUARANTEE

AND 30% IN THE CASE OF A BOND].<sup>21</sup>

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 \_\_\_\_ **0.02%** of contract amount for each day of delay 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]**

\_\_\_\_\_ **[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 Or RR or Bureau/Division Director]

For [Insert name of the company/organization]

Agreed and Accepted:

Signature \_\_\_\_\_

Name \_\_\_\_\_

## **Section 11: GENERAL TERMS AND CONDITIONS FOR WORKS**

1. Definitions
2. Singular and Plural
3. Headings or Notes
4. Legal Relationships
5. General Duties/Powers of Engineer
6. Contractor's General Obligations/Responsibilities
7. Assignment and Subcontracting
8. Drawings
9. Work Book
10. Performance Security
11. Inspection of Site
12. Sufficiency of Tender
13. Programme of Work to be furnished
14. Weekly Site Meeting
15. Change Orders
16. Contractor's Superintendence
17. Contractor's Employees
18. Setting-Out
19. Watching and Lighting
20. Care of Works
21. Insurance of Works, Etc.
22. Damage to Persons and Property
23. Liability Insurance
24. Accident or Injury to Workmen
25. Remedy on Contractor's Failure to Insure
26. Compliance with Statutes, Regulations, Etc.
27. Fossils, Etc.
28. Copyright, Patents and Other Proprietary Rights, and Royalties
29. Interference with Traffic and Adjoining Properties
30. Extraordinary Traffic and Special Loads
31. Opportunities for Other Contractors
32. Contractor to Keep Site Clean
33. Clearance of Site on Substantial Completion
34. Labour
35. Returns of Labour, Plant, Etc.
36. Materials, Workmanship and Testing
37. Access to Site
38. Examination of Work Before Covering Up
39. Removal of Improper Work and Materials
40. Suspension of Work
41. Possession of Site
42. Time for Completion

- 43. Extension of Time for Completion
- 44. Rate of Progress
- 45. Liquidated Damages for Delay
- 46. Certificate of Substantial Completion
- 47. Defects Liability
- 48. Alterations, Additions and Omissions
- 49. Plant, Temporary Works and Materials
- 50. Approval of Materials, Etc., Not Implied
- 51. Measurement of Works
- 52. Liability of the Parties
- 53. Authorities
- 54. Urgent Repairs
- 55. Increase and Decrease of Costs
- 56. Taxation
- 57. Blasting
- 58. Machinery
- 59. Temporary Works and Reinstatement
- 60. Photographs and Advertising
- 61. Prevention of Corruption
- 62. Date Falling on Holiday
- 63. Notices
- 64. Language, Weights and Measures
- 65. Records, Accounts, Information and Audit
- 66. Force Majeure
- 67. Suspension by the UNDP
- 68. Termination by the UNDP
- 69. Termination by the Contractor
- 70. Rights and Remedies of the UNDP
- 71. Settlement of Disputes
- 72. Privileges and Immunities
- 73. Security
- 74. Audit and Investigations
- 75. Anti-Terrorism

## **1. DEFINITIONS**

For the purpose of the Contract Documents the words and expressions below shall have the following meanings:

- a) "Employer" means the United Nations Development Programme (UNDP).
- b) "Contractor" means the person whose tender has been accepted and with whom the Contract has been entered into.
- c) "Engineer" means the person whose services have been engaged by UNDP to administer the Contract as provided therein, as will be notified in writing to the Contractor.
- d) "Contract" means the written agreement between the Employer and the Contractor, to which these General Conditions are annexed.
- e) "The Works" means the works to be executed and completed under the Contract.
- f) "Temporary Works" shall include items to be constructed which are not intended to be permanent and form part of the Works.
- g) "Drawings" and "Specifications" mean the Drawings and Specifications referred to in the Contract and any modification thereof or addition thereto furnished by the Engineer or submitted by the Contractor and approved in writing by the Engineer in accordance with the Contract.
- h) "Bill of Quantities" is the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.
- i) "Contract Price" means the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for remedying of any defects therein in accordance with the Contract.
- j) "Site" means the land and other places on, under, in or through which the Works or Temporary Works are to be constructed.

## **2. SINGULAR AND PLURAL**

Words importing persons or parties shall include firms or companies and words importing the singular only shall also include the plural and vice versa where the context requires.

## **3. HEADINGS OR NOTES**

The headings or notes in the Contract Documents shall not be deemed to be part thereof or be taken into consideration in their interpretation.

#### **4. LEGAL RELATIONSHIPS**

The Contractor and the sub-contractor(s), if any, shall have the status of an independent contractor vis-à-vis the Employer. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall, in the exercise of his duties and powers under the Contract, be entitled to performance by the Contractor of its obligations, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Employer or the Engineer and any subcontractor(s) of the Contractor.

#### **5. GENERAL DUTIES/POWERS OF ENGINEER**

- a) The Engineer shall provide administration of Contract as provided in the Contract Documents. In particular, he shall perform the functions hereinafter described.
- b) The Engineer shall be the Employer's representative vis-à-vis the Contractor during construction and until final payment is due. The Engineer shall advise and consult with the Employer. The Employer's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Employer only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the Engineer as the Employer's representative during construction as set forth in the Contract shall not be modified or extended without the written consent of the Employer, the Contractor and the Engineer.
- c) The Engineer shall visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Works and to determine in general if the Works are proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he shall keep the Employer informed of the progress of the Works.
- d) The Engineer shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works or the Temporary Works. The Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the Works, except if such acts or omissions are caused by the Engineer's failure