



REQUEST FOR QUOTATION (RFQ) (Services)

NAME & ADDRESS OF FIRM	DATE: October 24, 2018
	REFERENCE: UNDP-SYR-RFQ-107-18

Dear Sir / Madam:

We kindly request you to submit your quotation for **Provision of Collection & Removal of Debris**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before 7 November 2018 or at 14.00 and via *e-mail*, or *courier mail* to the address below:

United Nations Development Programme
Mezzeh, West Villas, Gazawi street No. 8
Attn: Rami Afadar, Procurement Associate
E-mail: Syria.bids@undp.org

Quotations submitted by email must be limited to a maximum of 10 MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

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

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP
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Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> The Supplier/Offeror in coordination with UNDP.
Exact Address/es of Delivery Location/s (identify all, if multiple)	Fouad Cinema Street and Secondary Streets - Deir Ezzor. شارع سينما فؤاد والشوارع الفرعية – دير الزور
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents.	N/A
Latest Expected Delivery Date and Time	<input checked="" type="checkbox"/> 80 days from the issuance of the Contract/Purchase Order (PO).
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	N/A
Mode of Transport	<input checked="" type="checkbox"/> Land
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars However, for local supplier's payments will be in Syrian Pounds at the prevailing UN exchange rate at the date of the invoice.
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes.
Deadline for the Submission of Quotation	,Wednesday, November 07, 2018 and at or before 02:00 PM Damascus time.
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Arabic
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Company Profile; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days. In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted.
Payment Terms	<input checked="" type="checkbox"/> On two payments: the first covers 60% of the contract value when collecting and transferring 60% of the debris (6000m3) and the second covers 40% of the contract value when collecting and removing the remaining quantity.

Liquidated Damages	<p>Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5 % from the contract value for each day of delay. Max. no. of days of delay:20 Next course of action: Termination of Contract.</p>
Evaluation Criteria	<p><input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price. <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions.</p>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Face Sheet/Purchase Order.
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20.
Conditions for Release of Payment.	<p><input checked="" type="checkbox"/> Passing Inspection. <input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements.</p>
Annexes to this RFQ	<p><input checked="" type="checkbox"/> Specifications of the Services Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).</p> <p>Non-acceptance of the terms of the General Terms and Conditions(GTC) shall be grounds for disqualification from this procurement process.</p>
A Site visit will arrange on. (Mandatory Condition)	<p>Time: 10:00 A.M. Date: 29 October 2018 Venue: مكتب برنامج الأمم المتحدة الإنمائي بدير الزور – حي القصور – جانب جامع خالد بن الوليد – الباب الخلفي</p> <p>The UNDP focal point for the arrangement is: Mr. Ali Abdullah e-mail: ali.m.bdullah@gmail.com Mobile: 0993320103</p>

Contact Person for Inquiries (Written inquiries only) ¹	<i>Rami Afadar</i> <i>Procurement Associate</i> <i>rami.afadar@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
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Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

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

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

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

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

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

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

¹This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Mirvat Hammoud
Head Of Procurement Unit
October 24, 2018

The technical conditions for the Debris Removal from Fouad Cinema Street and Secondary Streets

Contractor's Statement	Requirements	
	10,000m ³	<p><u>Required works:</u> Collecting and removing the debris from Fouad Cinema Street and the areas named by the supervisory body within the neighborhoods of Deir Ezzor and transferring them to the landfill named by Deir Ezzor City Council (the main landfill after the Panorama Roundabout, 22km from the city)</p> <p><u>Debris Types:</u> The rubble of demolished buildings in addition to metal and plastic waste in the street as well as that of the shops alongside the areas named by the supervisory body.</p> <p><u>Debris Quantity:</u> As debris is not gathered in certain areas rather being randomly spread, which makes calculating its quantities difficult, work shall be based on the full and complete removal of debris within a limited period and named areas, as debris is estimated to be 10,000m³ The applicant shall submit his bid for the whole quantity mentioned above and shall fix the price per cubic meter, as payment shall be done according to the actually executed work, be it more or less. The applicant shall commit to providing the charges for each of the vehicles as well as that of the labor.</p>
	20 workers	<p><u>Labor:</u></p> <ol style="list-style-type: none"> 1. Ensuring the availability of a daily number of workers of 20, whose full names, phone numbers and ID national numbers shall be submitted by the contractor in a daily working schedule to the project management. This shall include the vehicles drivers and their assistants in addition to the demolition workers. 2. The contractor shall commit to ensuring the workers' safe and safety equipment as well as the work zone signs and special panels. 3. The contractor shall take all measures and precautions required according to the project supervisory body's opinion for the general and private safety and protection of the project workers. The contractor is fully responsible for any human or physical damages, whether private or public, in souls, property, vehicles and public facilities during the transferring process. The UNDP shall have no responsibility for the aforementioned damages, and the contractor shall pay for the indemnities, if any, and submit a written statement thereon.
		<p><u>Required Vehicles:</u></p> <ol style="list-style-type: none"> 1. The need for vehicles to conduct debris removal has been estimated as follows: <ol style="list-style-type: none"> a. One wheel excavator to draw debris for 30 days during the contract period b. Two bobcats to clean the roads and pavements and collect waste on the sides within 80 working days c. Two wheel loaders to gather debris and load it into dump trucks within 80 working days of the contract period

		<ol style="list-style-type: none"> d. Iron cutting machines to open the streets or shops: 5 iron cutters and 4 big abrasive cutters with a disk for cutting iron to be constantly replaced e. Two air compressor drilling machines with different sized heads to break the concrete blocks that cannot be moved by workers f. Electric generators to operate compressors and drills g. Five 10m³ trucks to work for 80 days during the contract period <ol style="list-style-type: none"> 2. During execution, the contractor shall submit a daily list of the existing vehicles, their numbers, plate numbers and drivers' names to the project management. 3. The contractor shall commit to covering the vehicles after being loaded with a leakage and waterproof cover alongside the road from the worksite to the named landfill. 4. Each vehicle shall keep a record of the transfers it carries out, which must be daily signed by the supervisors and endorsed by the countersigning officers and project manager. 5. The contractor shall be responsible for any damages resulting from his vehicles during the contract execution period. 6. The contractor shall comply with the implementation of the action plan presented by the project management and complete all the transfer works within the named period. 7. Vehicles shall comply with unloading in the named landfill exclusively. Any violation shall entail calling off that transfer from the records. 8. The contractor shall submit the needed written declarations (labor, execution lead time, vehicles number and make) together with the bid. 9. The contractor shall comply with providing alternative vehicles in case of a breakdown to any of the original ones within a period of no more than two days. He shall inform the project management about any amendment to the vehicles' numbers, maintenance or repairs through a written note in addition to the vehicles work within the project named areas only. In case vehicles worked out of the project named zones before informing the project management, the contractor shall bear the responsibility.
	80 days	<p><u>Execution Period:</u> 80 days from the day following the site receipt – provided that the site receipt date shall not exceed 7 working days from the contract signing date.</p>
		<p><u>Worksite Delivery:</u> The worksite shall be delivered on completion of the named period given by the city council to the people with damaged homes and shops to remove rubble from their homes/shops to the main streets (one week after contracting). The commencement day shall be the day following the receipt of the worksite. Work shall be supervised by the UNDP supervisory body in addition to two representatives of the city council (Directorate of Sanitation). The project management may ask the contractor to reload any new heaps of rubble that people have thrown away after the first transfer within the quantities contracted on with the contractors. The project management is entitled to coordinate with the supervisory committee and the field staff to ask the contractor to transfer the debris from other areas inside Deir Ezzor City in case the works in Fouad Cinema Street finished below the contracted quantities (10000m³) and in the same price mentioned in the contract and with the same conditions until reaching the total quantity agree on.</p>

		<p><u>Payment Method:</u> On two payments: the first covers 60% of the contract value when collecting and transferring 60% of the debris (6000m³) and the second covers 40% of the contract value when collecting and removing the remaining quantity.</p>
		<p><u>The Contractor's obligations and technical conditions:</u></p> <p>1) The bidder shall be required to have a bank account, a commercial register and practicing the profession. The bidder shall submit a document proving this from the concerned authorities.</p> <p>2) The bidder shall not be entitled for any reason whatsoever to use vehicles owned by any government office. Any transfers that are found to have been done by vehicles not owned by the private sector shall be called off.</p> <p>3) The bidder must have implemented at least two projects for debris or solid waste removal. He shall provide details about the executed projects (quantities - value - the beneficiary with evaluation of performance from the beneficiary whose contact data shall be provided by the contractor).</p> <p>4) The bidder must submit a document attesting the ownership or the rental or the vehicles.</p> <p>5) The bidder shall submit a detailed technical offer in accordance with the implementation requirements, including the mechanism and the action plan together with the time plan.</p> <p>6) 0.5% of the contract value shall be deducted per each day of delay provided that the delay shall not exceed 20 days.</p> <p>7) The contractor shall carry out settlement work for the landfills on completion of the removals/transfers based on the opinion of the project supervising staff and the beneficiary "Deir Ezzor City Council"</p> <p>8) All loading and unloading works (and demolition when needed) shall be carried out by the contractor and shall be under the supervision and follow-up of a supervisory body appointed by the Programme Staff and with the participation of technicians from the municipality of Deir Ezzor. Records shall be signed as is mentioned above</p> <p>9) A workshop manual shall be organized and delivered to the project cadre responsible for the follow-up work and checked periodically by the manager, where he shall mention the work performed daily and the amount of debris from the target sites to the approved landfill and the working vehicles, number of working hours, the number of transfers completed and all that happens on the work process on site in detail, which shall be duly signed by the concerned authorities.</p> <p>10) Compliance with the conditions and instructions related to the implementation of the above mentioned works is a must.</p> <p>11) The approvals and the provision of credentials and facilitations shall be the responsibility of the Contractor.</p> <p>12) The bid shall be submitted on the basis of a field visit to the site. Bids whose owners did not participate in the field visit shall not be accepted (Mandatory Condition).</p>

الشروط الفنية الخاصة بجمع وترحيل الأنقاض من شارع سينما فؤاد والشوارع الفرعية

بيان المتعهد	المتطلبات
	<p>الأعمال المطلوبة:</p> <p>جمع وترحيل الأنقاض الموجودة ضمن شارع سينما فؤاد والاماكن التي يحددها جهاز الاشراف ضمن احياء مدينة دير الزور وترحيلها إلى المكب المخصص من قبل مجلس مدينة دير الزور (المكب الرئيسي بعد دوار البانوراما الذي يبعد عن المدينة 22 كم</p> <p>أنواع الأنقاض:</p> <p>عبارة عن ركام الأبنية المهدومة إضافة إلى المخلفات المعدنية والبلاستيكية الموجودة في الشارع والنتيجة عن المحلات التجارية الممتدة في المناطق المحددة من قبل جهاز الاشراف.</p> <p>كمية الأنقاض:</p> <p>نظرا لعدم تجمع الأنقاض في أماكن محددة وانتشارها العشوائي ما يصعب تحديد كمياتها بشكل دقيق وبالتالي سيتم اعتماد العمل بشكل مقطوع لترحيل كامل الأنقاض ضمن مدة زمنية محددة ومناطق محددة حيث تقدر بحوالي 10,000 متر مكعب.</p> <p>على العارض أن يقدم عرضه لكامل الكمية المذكورة أعلاه كما عليه أن يحدد السعر للمتر المكعب الواحد حيث سيتم الدفع وفقاً للكمية المنفذة فعلياً سواء بالزيادة أو النقصان.</p> <p>يلتزم العارض بتقديم كلف الآليات لكل منها على حدى وكلفة العمالة.</p>
20 عامل	<p>العمالة:</p> <ol style="list-style-type: none"> 1. توفير عمالة ضمن العقد بشكل يومي بعدد 20 عامل ويقدم المتعهد جدول يتضمن الأسماء الثلاثية للعمال وأرقام هواتفهم والرقم الوطني من خلال جدول دوام يومي يسلم لإدارة المشروع بحيث تتضمن العمالة سائقي الآليات ومعاونيهم بالإضافة إلى عمال التكسير وتقطيع الحديد) خلال عمليات الترحيل. 2. يلتزم المتعهد بتوفير معدات الأمن والسلامة الخاصة بالعمال ومنطقة العمل من إشارات دلالة و لوحات خاصة. 3. على المتعهد اتخاذ كافة التدابير والاحتياطات اللازمة وفق رأي الجهة المشرفة على المشروع من أجل الحماية والسلامة العامة والخاصة لعمالي المشروع، حيث يتحمل المتعهد كامل المسؤولية في حال حدوث أي أضرار بشرية أو مادية خاصة أو عامة في الأرواح والممتلكات والآليات والمرافق العامة أثناء الترحيل، وبرنامج الأمم المتحدة الإنمائي بريء الذمة وليس له أي علاقة بذلك حيث تقع على عاتق المتعهد دفع كافة التعويضات والأضرار في حال حصولها لمستحقيها أصولاً وتقديم تصريح خطي بذلك
	<p>الآليات المطلوبة:</p> <ol style="list-style-type: none"> 1. تم تقدير حاجة قطاع العمل لترحيل الأنقاض من الآليات حسب ما يلي: <ol style="list-style-type: none"> أ. باكر دولاب لسحب الأنقاض عدد 1 بمدة 30 يوم ضمن فترة العقد. ب. بوبكات لتنظيف الطرق والأرصفة وتجميعها في محاور الطرق عدد 2 بمدة عمل 80 يوم.

		<p>ت. تركس دولاب لتجميع الأنقاض وتحميلها في القلابات عدد 2 بمدة عمل 80 يوم ضمن فترة العقد.</p> <p>ث. آلات قطع للحديد الذي يغلق الشوارع او المحلات التجارية بحيث يصبح قابل للنقل والترحيل وهي عبارة عن مقصات حديد عدد (5) وصاروخ كبير (عدد 4) مع ديسك خاص لقطع الحديد وببديل باستمرار.</p> <p>ج. كمبيسة عدد 2 ضاغط هواء مزودة برؤوس مختلف القياسات لتكسير الكتل البيتونية التي لا يمكن نقلها من قبل العمال.</p> <p>ح. مولدات كهربائية لتشغيل الكبريسات والصواريخ.</p> <p>خ. 5 قلابات بحجم 10 م 3 بمدة عمل 80 يوم ضمن فترة العقد.</p> <p>2. خلال فترة التنفيذ، يقدم المتعهد يومياً جدول يتضمن الآليات الموجودة وعددها مع أرقامها وأسماء السائقين لإدارة المشروع.</p> <p>3. على المتعهد الالتزام بتغطية الآلية بعد التحميل لحين التفريغ بغطاء من نوع مقاوم للمياه والتسريات (شادر)، والالتزام به على طول الطريق من المنطقة المخصصة الى المكب المعتمد.</p> <p>4. وعلى كل سيارة الاحتفاظ بسجل النقل التي تنفذها ويجب ان يوقع يومياً من المشرفين ويصدق من المراقبين ومن مدير المشروع.</p> <p>5. يعتبر المتعهد مسؤولاً عن أية أضرار ناتجة عن آلياته خلال فترة تنفيذ العقد.</p> <p>6. على المتعهد الالتزام بتنفيذ بخطة العمل المقدمة من إدارة المشروع وإنهاء كافة أعمال الترحيل ضمن المدة المحددة.</p> <p>7. التزام الآليات بالتفريغ في المكب المعتمد حصراً وأية مخالفة تستوجب شطب وعدم احتساب النقلة.</p> <p>8. على المتعهد تقديم التصريحات الخطية المطلوبة (العمالة، زمن التنفيذ، الآليات عددها ونوعها) مع العرض.</p> <p>9. على المتعهد الالتزام بتقديم آليات بديلة في حال تعطل أحدها خلال مدة لا تتجاوز يومان وعلى المتعهد إبلاغ إدارة المشروع في حال وجود أي تعديل على الآليات من زيادة أو نقصان أو عمليات صيانة أو إصلاح من خلال كتاب خطي والالتزام عمل هذه الآليات ضمن مناطق المشروع المحددة فقط ويتحمل مسؤوليتها في حال عملها خارج نطاق مناطق المشروع بعد إبلاغ إدارة المشروع.</p>
	80 يوما	<p>مدة التنفيذ:</p> <p>80 يوم بدءاً من تاريخ اليوم التالي لاستلام الموقع (على ان لا يتجاوز تاريخ استلام الموقع 7 أيام عمل من تاريخ العقد).</p>
		<p>تسليم موقع العمل:</p> <p>يتم تسليم موقع العمل بعد إنهاء المهلة المحددة للمواطنين اصحاب المنازل المتضررة والمحال التجارية من قبل مجلس المدينة والتي تسمح للراغبين بالقاء الأنقاض الموجودة في منازلهم إلى الشوارع الرئيسية (اسبوع بعد التعاقد) ويعتبر أمر المباشرة للعمل في اليوم التالي لتسليم موقع العمل ويتم تنفيذ العمل بإشراف جهاز الاشراف من قبل البرنامج بالإضافة إلى ممثلين عن مجلس المدينة (مديرية النظافة).</p> <p>كما يمكن لإدارة المشروع الطلب من المتعهد إعادة التحميل من المناطق التي تم تنظيفها في حال ظهرت اكوام انقاض جديدة نتيجة تنظيف السكان لمنازلهم بعد عملية الترحيل الاولى ضمن الكميات المتعاقد عليها مع المتعهد.</p> <p>يحق لإدارة المشروع بالتنسيق مع لجنة الاشراف والفريق الميداني الطلب من المتعهد ان يقوم بنقل الانقاض من مناطق اخرى داخل مدينة دير الزور في حال انتهت الاعمال في منطقة شارع سينما فؤاد دون الوصول الى الكمية المتعاقد عليها (10,000 متر مكعب) وبنفس السعر الوارد في العقد ونفس الشروط حتى الوصول الى اجمالي الكمية المتفق عليها.</p>

التزامات المتعهد والشروط الفنية:

- (1) يشترط على العارض المتقدم أن يكون لديه حساب مصرفي وسجل تجاري وممارساً للمهنة، وعلى العارض تقديم وثيقة تثبت ذلك من الجهات المعنية.
- (2) لا يجوز للعارض مهما كانت الأسباب الاستعانة بآليات مملوكة لأي جهة حكومية وسيتم الغاء أي نقالات يتبين أنها تمت بآليات غير مملوكة للقطاع الخاص.
- (3) يشترط أن يكون المتقدم قد قام بتنفيذ ما لا يقل عن مشروعين لترحيل الأنقاض أو النفايات الصلبة وعليه أن يقدم تفصيل عن المشاريع المنفذة (الكميات - القيمة - الجهة المستفيدة مع تقييم أداء من الجهة المستفيدة وإعطاء بيانات الاتصال بها)
- (4) يجب على العارض تقديم وثيقة تثبت ملكيته للآليات أو استئجارها.
- (5) يقوم العارض بتقديم عرض في تفصيلي بما يتوافق مع متطلبات التنفيذ متضمن آلية وخطة عمل مرفقة بها الخطة الزمنية
- (6) يتم خصم خمسة بالآلف عن كل يوم تأخير من قيمة العقد على أن لا تتجاوز مدة التأخير أكثر من 20 يوم.
- (7) على المتعهد تنفيذ أعمال تسوية للمكبات بعد الترحيل بناءً على رأي كادر المشروع المشرف والجهة المستفيدة " مجلس مدينة دير الزور.
- (8) كافة أعمال التحميل والترحيل (والتكسير عند الحاجة) يتحملها المتعهد وتتم تحت رقابة ومتابعة جهاز إشرافي معين من قبل كادر البرنامج وبمشاركة فنيين من مجلس بلدية دير الزور ويتم التوقيع على المحاضر وفق ما ذكر أعلاه.
- (9) يتم تنظيم دفتر دليل ورشة ويسلم لكادر المشروع المسؤول عن متابعة العمل ويدقق دورياً من قبل المدير، حيث يذكر فيه الأعمال المنجزة يومياً وكمية الأنقاض المرحلة من المواقع المستهدفة إلى المكب المعتمد والآليات العاملة وعددها وعدد ساعات العمل وعدد النقالات المنجزة وكل ما يطرأ على سير العمل في الموقع بالتفصيل وموقع أصولاً من قبل الجهات المعنية.
- (10) التقيد بالشروط والتعليمات المتعلقة بتنفيذ الأعمال المذكورة أعلاه.
- (11) الموافقات وتقديم أوراق الاعتماد والتسهيلات تقع على عاتق المتعاقد.
- (12) يتم تقديم العرض بناءً على زيارة ميدانية للموقع ولن يتم قبول العروض التي لم يشارك مقدميها بالزيارة الميدانية.

ملاحظة: على العارض استخدام النموذج والترويسة الخاص بشركته من أجل إعداد العرض المالي.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION²

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery³)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. 107-18:

TABLE 1: Offer to Provide Services Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Quantity	Unit Price	Total Unit Price
1	Collection & Removal of Debris	10,000m3		
2	Provision of Labor for workers	20		
3	Hiring wheel excavator to draw debris for 30 days	1		
4	Hiring bobcats within 80 working days	2		
5	Hiring wheel loaders within 80 working days of the contract period	2		
6	Hiring Iron cutting machines, iron cutters	5		
7	Hiring Iron cutting machines, big abrasive cutters with a disk	4		
8	Hiring Air compressor drilling machines with different sized heads	2		
9	Hiring Electric generators to operate compressors and drills			
10	Hiring 10m3 trucks to work for 80 days during the contract period	5		
Total Prices of Services ⁴				
Add: Cost of Transportation				
Add: Cost of Insurance				
Add: Other Charges (pls. specify)				
Total Final and All-Inclusive Price Quotation				

²This serves as a guide to the Supplier in preparing the quotation and price schedule.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes.

⁴Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
الالتزام بموعد التسليم المحدد: 80 يوم من تاريخ توقيع العقد Delivery Lead Time: Commitment to the delivery date: 80 days from date of signing the contract.			
في حال تعطل أي آلية يشترط على العارض تقديم آلية بديلة بنفس المواصفات خلال مدة يومان فقط In the event of the failure of any vehicle, the bidder is required to bring an alternative vehicle with the same specifications within a period of Two day maximum.			
التزام المتعهد بتشغيل 20 عامل/عاملة خلال فترة المشروع كسائقي السيارات ومعاونيهم The contractor is committed to employ (20 workers as drivers & their assistants).			
الالتزام بتقديم عقود تثبت ملكية الآليات أو استئجارها The contractor is committed to submitting contracts proving the ownership or lease of the vehicles			
يلتزم المتعهد بتقديم تصريح خطي انه سيقوم بوضع شواذر للآليات المكشوفة لمنع تساقط الحمولة Commitment to cover the loaded vehicles until unloading to prevent the fall of loads.			
التزام الآليات بالتفريغ في المكب المعتمد حصراً written declaration that he shall ensure that vehicles should unload only at recommended landfill exclusively.			
الالتزام بجميع فقرات الشروط العامة لبرنامج الأمم المتحدة الإنمائي All Provisions of the UNDP General Terms and Conditions			
مدة صلاحية العرض 60 يوم Validity of Quotation			

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

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

[Design]

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

3. TAX EXEMPTION

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

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

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform

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

- 18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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