

United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



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INVITATION TO BID

Construction of Wastewater Flow Measurement Systems in Qalqilya, Beit Jala and Ramallah

ITB No.: PAL-2019-72711

Project: Wastewater Pollution Control (ATLAS 00102692)

Country: occupied Palestinian territory

Issued on: 28 May 2019



Contents

Section 1. Letter of Invitation	5
Section 2. Instruction to Bidders	7
GENERAL PROVISIONS.....	7
Introduction.....	7
Fraud & Corruption, Gifts and Hospitality.....	7
Eligibility.....	7
Conflict of Interests.....	8
B. PREPARATION OF BIDS.....	8
General Considerations	8
Cost of Preparation of Bid	9
Language	9
Documents Comprising the Bid	9
Documents Establishing the Eligibility and Qualifications of the Bidder	9
Technical Bid Format and Content.....	9
Price Schedule	9
Bid Security	9
Currencies	10
Joint Venture, Consortium or Association.....	10
Only One Bid.....	11
Bid Validity Period	11
Extension of Bid Validity Period.....	12
Clarification of Bid (from the Bidders).....	12
Amendment of Bids.....	12
Alternative Bids	12
Pre-Bid Conference.....	12
C. SUBMISSION AND OPENING OF BIDS.....	13
Submission	13
Hard copy (manual) submission	13
Email and eTendering submissions	13
Deadline for Submission of Bids and Late Bids.....	13
Withdrawal, Substitution, and Modification of Bids.....	14
Bid Opening	14



D. EVALUATION OF BIDS.....	14
Confidentiality	14
Evaluation of Bids.....	14
Preliminary Examination	15
Evaluation of Eligibility and Qualification	15
Evaluation of Technical Bid and prices	15
Due diligence.....	15
Clarification of Bids	16
Responsiveness of Bid	16
Nonconformities, Reparable Errors and Omissions.....	16
E. AWARD OF CONTRACT.....	17
Right to Accept, Reject, Any or All Bids.....	17
Award Criteria.....	17
Debriefing	17
Right to Vary Requirements at the Time of Award	17
Contract Signature.....	17
Contract Type and General Terms and Conditions	17
Performance Security	17
Bank Guarantee for Advanced Payment	17
Liquidated Damages.....	18
Payment Provisions	18
Vendor Protest.....	18
Other Provisions	18
Section 3. Bid Data Sheet	19
Section 4. Evaluation Criteria	24
Section 5a: Statement of Works	30
Section 5b: general Technical Specifications.....	32
and.....	32
Drawings	32
Section 5c: Other Related Requirements	33
Section 5d: Special Conditions	41
Section 6: Returnable Bidding Forms / Checklist.....	45
Form A: Bid Submission Form	46
Form B: Bidder Information Form	48

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Form C: Joint Venture/Consortium/Association Information Form	51
Form D: Eligibility and Qualification Form	52
Form E: Format of Technical Bid	54
Form F: Price Schedule Form (BILL OF QUANTITIES)	56
Form G: Form of Bid Security	57
Form H: Acknowledgement Letter	58

SECTION 1. LETTER OF INVITATION

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 and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Statement of Works, General Technical Specifications and Drawings

Section 6: Returnable Bidding Forms

- Form A: Bid Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Bid
- Form F: Price Schedule (Bill of Quantities)
- Form G: Form of Bid Security.
- Form H: Acknowledgement Letter

Appendix A – UNDP eTendering User Guide for Bidders

A pre-bid meeting will take place as per the following schedule:

Pre-bid meeting Date & Time	Address and Site visit gathering info
10 June 2019 at 11 for Ramallah Site 11 June at 11 a.m. at Qalqilya Site 12 June at 11 a.m. at Beit Jala Site	Gathering will be at the below addresses and a site visit to the project sites will follow the meeting: (1) For Ramallah site, Bir Nabala Local Council, Abu Jihad Street, Asharafeyeh, Tel: 02-244-1431/ 244-9418 (2) For Qalqilya site, Qalqilya Municipality, Hussein Helal Street; Tel: 09-294-0014/ 294-0313 (3) For Beit Jala site, Beit Jala Municipality, Al-Mansheyyeh, Tel: 02-274-2601/274-3351

Bidders are advised to attend the pre-bid meeting and site visit (on their own cost and responsibility). Arrangements have been made for site visit to be held as per above schedule containing date, time and location. Bidders will be required to sign an attendance form. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

The pre-bid meeting minutes, and any further enquiries received on or before 13 June 2019 will be documented and the UNDP reply will be posted on the designated UNDP website on 18 June 2019. No inquiries will be

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accepted after 13 June 2019.

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>

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "**Accept Invitation**" button no later than 22 June 2019 or acknowledge the receipt of this ITB by sending **Form H** to proc3.papp@undp.org indicating whether you intend to submit a Bid or otherwise.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another company 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.



Sincerely yours,

Shenadeh Habash
Head of Procurement Unit
UNDP/PAPP

SECTION 2. INSTRUCTION TO BIDDERS

GENERAL PROVISIONS	
Introduction	<p>1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p> <p>1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
Fraud & Corruption, Gifts and Hospitality	<p>1.5 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>1.6 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>1.7 In pursuance of this policy, UNDP:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>1.8 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
Eligibility	<p>1.9 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other</p>



	<p>international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>1.10 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
Conflict of Interests	<p>1.11 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. 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:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>1.12 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>1.13 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>1.14 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
B. PREPARATION OF BIDS	
General Considerations	<p>1.15 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p>



	1.16 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.
Cost of Preparation of Bid	1.17 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
Language	1.18 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 BDS.
Documents Comprising the Bid	1.19 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
Documents Establishing the Eligibility and Qualifications of the Bidder	1.20 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
Technical Bid Format and Content	<p>1.21 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>1.22 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>1.23 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> <p>1.24 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p>
Price Schedule	<p>1.25 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>1.26 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
Bid Security	1.27 A Bid Security, if required by BDS, shall be provided in the amount and form



	<p>indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>1.28 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>1.29 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>1.30 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>1.31 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
Currencies	<p>1.32 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> a) 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 Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
Joint Venture, Consortium or Association	<p>1.33 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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 the member entities comprising the joint venture.</p> <p>1.34 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>1.35 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p>



	<p>1.36 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>1.37 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>1.38 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 JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>1.39 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
Only One Bid	<p>1.40 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>1.41 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> 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 some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
Bid Validity Period	<p>1.42 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>1.43 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>



Extension of Bid Validity Period	<p>1.44 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>1.45 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>1.46 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
Clarification of Bid (from the Bidders)	<p>1.47 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>1.48 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>1.49 UNDP shall endeavour to provide 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 Bids, unless UNDP deems that such an extension is justified and necessary.</p>
Amendment of Bids	<p>1.50 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>1.51 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
Alternative Bids	<p>1.52 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. 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.</p> <p>1.53 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
Pre-Bid Conference	<p>1.54 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. 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 disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the</p>



	Bidder's Conference or issued/posted as an amendment to ITB.
C. SUBMISSION AND OPENING OF BIDS	
Submission	<p>1.55 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>1.56 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>1.57 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>1.58 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> Bear the name of the Bidder; Be addressed to UNDP as specified in the BDS; and Bear a warning not to open before the time and date for Bid opening as specified in the BDS. <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
Email and eTendering submissions	<p>1.59 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS. <p>1.60 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p>
Deadline for Submission of Bids and Late Bids	<p>1.61 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date</p>



	<p>and time that the bid was received by UNDP</p> <p>1.62 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
Withdrawal, Substitution, and Modification of Bids	<p>1.63 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>1.64 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>1.65 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>1.66 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
Bid Opening	<p>1.67 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>1.68 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>1.69 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
D. EVALUATION OF BIDS	
Confidentiality	<p>1.70 Information relating to the examination, evaluation, and comparison of Bids, 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.</p> <p>1.71 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
Evaluation of Bids	<p>1.72 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>1.73 Evaluation of Bids shall be undertaken in the following steps:</p> <p>a) Preliminary Examination including Eligibility</p>



	<ul style="list-style-type: none"> b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) a) Evaluation of Technical Bids b) Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
Preliminary Examination	<p>1.74 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
Evaluation of Eligibility and Qualification	<p>1.75 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>1.76 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
Evaluation of Technical Bid and prices	<p>1.77 The evaluation team shall review and evaluate the Technical 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 BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
Due diligence	<p>1.78 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; 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



	<p>on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</p> <p>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
Clarification of Bids	<p>1.79 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>1.80 UNDP's request for clarification and the response shall be in writing and 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 Bids, in accordance with the ITB.</p> <p>1.81 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 Bids.</p>
Responsiveness of Bid	<p>1.82 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, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>1.83 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.</p>
Nonconformities, Repairable Errors and Omissions	<p>1.84 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.</p> <p>1.85 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>1.86 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <p>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of</p>



	<p>subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>1.87 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
E. AWARD OF CONTRACT	
Right to Accept, Reject, Any or All Bids	1.88 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. UNDP shall not be obliged to award the contract to the lowest priced offer.
Award Criteria	1.89 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.
Debriefing	1.90 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
Right to Vary Requirements at the Time of Award	1.91 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or 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.
Contract Signature	1.92 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 to do so may 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 Second highest rated or call for new Bids.
Contract Type and General Terms and Conditions	1.93 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
Performance Security	1.94 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
Bank Guarantee for Advanced Payment	1.95 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any



	<p>outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default</p>
Liquidated Damages	<p>1.96 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.</p>
Payment Provisions	<p>1.97 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.</p>
Vendor Protest	<p>1.98 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a 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/content/undp/en/home/procurement/business/protest-and-sanctions.html</p>
Other Provisions	<p>1.99 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>1.100 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>1.101 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>



SECTION 3. BID DATA SHEET

The following data for the goods and/or services and/or works to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid. In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed; bidders MUST quote for Lot #1 and Lot #2
3	20	Alternative Bids	Shall not be considered
4	14	Consortium, Associations, or Joint Ventures with other contracting companies	Not Allowed
5	21	Pre-Bid conference / site visit	<p>Please see the invitation letter for details.</p> <p>The UNDP focal point for the arrangement is: The Procurement Analyst Telephone: +972-2-626-8228 E-mail: proc3.papp@undp.org</p> <p>The bidders shall confirm in their bids that they have visited and examined the project sites and its surroundings, and obtained for themselves, on their own responsibility, all information which may be necessary for preparing the bid and entering into a contract.</p> <p>Note: No more than 2-3 representatives from each bidder to attend the Pre-Bid conference / site visit.</p>
6	16	Bid Validity Period	90 days
7	12	Bid Security	<p>Required in the amount of USD 4,000 valid for 120 days from bid submission deadline</p> <p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> ▪ Bank Guarantee ▪ Any Bank-issued Check <p>The original hard copy of the bid security must reach the office (by hand or courier) within ten days from deadline of bids submission;</p>



8	38	Right to Vary Requirements at the Time of Award	UNDP has the Right to Vary Requirements at the Time of Award and/ or during execution of contract as well.
9	42	Advanced Payment upon signing of contract	Allowed up to a maximum of 25% of contract value
10	43	Liquidated Damages	Will be imposed as follows: Price/deduction amount per day of unjustified delay: USD 200 Max. number of days of delay = 30 calendar days Next course of action: contract termination
11	41	Performance Security	Required in the amount of 10% of resulted contract in the form of a Bank Guarantee (please see the relevant template in Section 2). (a) Within (7) days of contract signature and before issuance of the notice to proceed, the successful Bidder shall furnish a Performance Security to UNDP in the amount of 10% of the contract Value; (b) The Performance Security shall be valid until end of defects liability period (i.e. 12 months after the intended completion date); (c) The proceeds of the Performance Security shall be payable to the UNDP as a compensation for any loss resulting from the Contractors' failure to complete its obligations under the contract; (d) The Performance Security shall be denominated in the currency of the contract.
		Maintenance Security	Required in the amount of 5% of resulted contract price (a) Within (10) days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by UNDP/ certificate of substantial completion, the UNDP will return to the Contractor the Performance Security after the Contractor furnishes to the UNDP a Maintenance Bank Guarantee in an amount equal to (5%) of the implemented Contract Price to be valid until the end of the Warranty period/ defects liability period; (b) If, within 12 months after the works have been put into service, any defects are discovered or arise in the normal course of usage, the Contractor shall remedy the defect either by replacement or by repair; (c) If the Contractor fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Contractor, which shall be deducted from due sums against the Maintenance Guarantee.
		Retention money	On each payment, UNDP shall withhold a per centum of the invoice amount, up to a maximum of (10%) of the total price of the Contract for due performance of execution of the works. Half

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			of this amount (5%) shall be returned to the Contractor within Forty (40) days upon the substantial completion and taking-over of the Works, and the remaining (5%), will be retained as maintenance guarantee until the end of the one-year defects liability period. The retained 5% maintenance guarantee can be replaced with maintenance bank guarantee for the same value and until the end of the defects' liability period.
12	12	Currency of Bid	United States Dollar
13	18	Deadline for submitting requests for clarifications/ questions	13 June 2019
14	18	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Shehadeh Habash, Head of Procurement Unit Address: 3 Ya'qubi Street, P.O. Box 51359 Jerusalem 9591101 Fax No: 02-626-8222 E-mail address dedicated for this purpose: proc3.papp@undp.org
15	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering; and, Direct communication to prospective Proposers by email and Posting on the website http://procurement-notices.undp.org/view_notice.cfm?notice_id=55902
16	23	Deadline for Submission	as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
	22	Allowable Manner of Submitting Bids	e-Tendering
17	22	Bid Submission Address	https://etendering.partneragencies.org PAL10 0000003789 <u>Business Unit Code: PAL10</u> <u>Event ID: 0000003789</u>
18	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> Format: PDF, Word, Excel File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded cannot exceed 50MB.



			<ul style="list-style-type: none"> Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: <p>United Nations Development Programme Programme of Assistance to the Palestinian People (UNDP/PAPP) 3 Yaqubi Street Wadi El-Joz East Jerusalem Tel:+972-2-6268200</p> <p>Please see: Appendix A – Instructions manual for use of the eTendering system by suppliers. Appendix B – Terms and Conditions for use of online eTendering system.</p>
19	25	Date, time and venue for the opening of bid	Bidders will receive an automatic notification once their Bids are opened.
20	27, 36	Evaluation Method for the Award of Contract	<p>Lowest priced technically responsive, eligible and qualified bid.</p> <p>This tender was composed of two lots: (1) Lot #1: Construction of Wastewater Flow Measurement Systems in Qalqilya, Beit Jala; and, (2) Lot #2: Construction of Wastewater Flow Measurement Systems in Ramallah</p> <p>Interested bidders must quote for Lot #1 and Lot #2 and record the total of each lot in the eTendering system. Bidders quoting for one Lot will be considered not responsive, thus their bids will be rejected.</p> <p>The contract will be awarded to the bidder who will quote the Lowest priced technically responsive, eligible and qualified bid for both Lot#1 AND Lot #2, if the grand total of the two lots of this bidder is within the project budget.</p> <p>If not, the UNDP at its own discretion will cancel Lot #2. Then, the contract will be awarded to the bidder who will quote the Lowest priced technically responsive, eligible and qualified bid for Lot#1.</p>
21		Expected date for commencement of Contract	August 2019
22		Maximum duration of contract	Four (4) Calendar months from the date of contract signature by the successful bidder and handover of the project site locations, and issuance of the notice to proceed from UNDP

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23	35	UNDP will award the contract to:	One Bidder Only
24	39	Type of Contract	Contract for Civil Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
25	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
26		Safety, Health and Welfare	<p>The implementation of the resulting Contract is subject to full compliance, by the contractor, with:</p> <p>Safety and Health in Construction: An ILO code of practice and Safety, health and welfare on construction sites: A training manual Both of the above documents, in addition to other Occupational Safety and Health documents can be found and are available online at the ILO designated web site at: https://www.ilo.org</p> <p>The above-mentioned Safety code & Safety manual are an integral part of the tender and contract documents and the contractor is obligated to fully comply with the guidelines, instructions & provisions contained in the said documents, all to the satisfaction of the UNDP Engineer(s).</p> <p>The awarded contractor should provide, as part of his contractual commitments, a detailed Safety, Health & Welfare plan, being part of the overall program of works, subject to the UNDP Engineer approval. Contractor to bear all the costs associated with implementation of the said Safety, Health & Welfare plan.</p> <p>The said Safety, Health & Welfare plan shall be based on the mentioned Safety code & manual and applicable local Safety codes and manuals (being governing documents in this regard and an integral part of this tender)</p>

SECTION 4. EVALUATION CRITERIA

Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security submitted as per ITB requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Insolvency	The bidder should not be insolvent or be facing liquidation due to insolvency (i.e. bids submitted by insolvent companies/entities will be rejected)	



Certificates and Licenses	<ul style="list-style-type: none"> Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country; and, Valid classification certificate from the Palestinian Contractors Union, minimum Grade Two (2) in water and sewage works or equivalent class as per host country official contractors' grading / classification system. 	Form B: Bidder Information Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last (5) years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last (5) years.	Form D: Qualification Form
Previous Experience	Minimum (10) years of proven experience in water and sewage works.	Form D: Qualification Form
	<p>The bidder, as a Prime Contractor, has implemented at least two (2) projects of a similar value, nature, and complexity implemented over the past five (5) years. (to comply with this requirement, works cited should be at least 70 percent complete);</p> <p>At least one of the implemented similar projects, over the past five (5) years, should be of a contract value not less than USD 150,000</p>	Form D: Qualification Form
Financial Standing	<p>Minimum total annual turnover (expressed as total volume of engineering work carried out), of no less than an average of USD 500,000 annualized for the past 5 years)</p> <p>(to be calculated from April 2014- April 2019)</p>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.



	<p>Quick Ratio (QR) of not less than 1.0; bidders may use the form of Balance Sheet to calculate QR; If QR is less than 1, UNDP shall verify financial capacity of the bidder and has the authority to seek references from concerned parties & banks on the bidder's financial standing. UNDP reserves the right to reject any bid if submitted by a contractor whom the investigation leads to a result that he/she is not financially capable and/or had serious financial problems</p>	Form D: Qualification Form
	<p>Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than USD 60,000. Proof of access to lines of credit via an official unconditional bank credit letter (An Official letter from bidder's bank certifying the actual approved credit facilities ceiling and balances of all active accounts within the bank) shall be provided by any of the bidders during the evaluation stage, and upon UNDP's official request.</p>	Upon UNDP's official request
	<p>UNDP may request a copy of the bank account statements including a summary of the financial transactions which have occurred over the past two years period on a bank account/accounts held by the business reflecting the account balance at the beginning and end of the period, total withdrawals, and total deposits.</p>	Upon UNDP's official request
Technical Evaluation	<p>The technical bids shall be evaluated on a pass / fail basis for compliance or non-compliance with the following:</p> <ol style="list-style-type: none"> 1) Full compliance of qualifications and experience of the key personnel to be assigned to the contract; 2) Appropriateness of the method statement - including details of the arrangements and methods which the bidders proposes to adopt for the execution of the works (Approach/methodology on how to implement the Project (i.e. detailed method statement or implementation methodology). This should include how the contractor proposes to sequence multiple tasks/installations in an efficient and complementary fashion) 3) Full compliance of the technical specifications of the equipment/goods/systems proposed to the project; 4) Adequacy of the contractors' equipment and machinery proposed for carrying out the contract including details of ownership 5) Adequacy of the Proposal for Occupational Health and Safety Plan, and description how it would be implemented on the project site; 	Form E: Technical Bid Form



	<p>6) Adequacy of the Proposal for Quality Assurance/ Control plan (QA/QC), tailored specifically to this project;</p> <p>7) Adequacy of the Proposal for Accredited/ Recognized material testing lab;</p> <p>8) Appropriateness of the Implementation Timetable to Project Schedule; For the Tentative Work plan/ schedule – it is required that a Commercial Grade Project Management Software be used to establish the critical path and project milestones. NB: This same software will be required for the duration of the project for managing the project, including reporting on progress and adherence to budget;</p> <p>9) Maximum percentage of supply/work that may be sub-contracted by the prime contractor: (percentage to be inserted not to exceed up to 30% of contract value depending on the nature of works). this percentage may vary depending on the nature and size of the project;</p> <p>10) Appropriateness of a Training programme to be submitted to serve the End User in each site location.</p> <p>Note: (Where the contractor is proposing to subcontract in excess of 10% of the total value of the contract, the following details should be submitted by the contractor in the bid submission: - BOQ item number to be subcontracted - Value to be subcontracted - Name of subcontractor(s) - Qualifications of subcontractor(s) who should be specialized in the required field of works and has successfully implemented similar works. Additional information may be requested by UNDP to verify the capacity of the subcontractor(s) to undertake the works. UNDP reserves the right to accept or reject proposed subcontractors based on their qualifications and track record).</p>	
Key personnel required	<ul style="list-style-type: none"> ▪ Project Manager / Civil Engineer with at least ten (10) years' proven experience, including at least five (5) years of experience in similar projects with similar nature (full-time resident position: to be available onsite during implementation of the works from start until completion); ▪ Mechanical Engineer with a minimum of ten (10) years proven experience, including at least five (5) years of experience in similar projects with similar nature (part-time resident position: to be available onsite daily during implementation of the works from start until completion); ▪ Surveyor: with at least ten (10) years' proven experience, including at least Five (5) years' experience in similar nature (part-time resident position: to be available onsite during implementation of the works from start until completion); 	Form E: Technical Bid Form



	<ul style="list-style-type: none"> ▪ Technical Forman with ten (10) years' experience, with at least Five (5) years' experience in projects of a similar nature. (full-time resident position: to be available onsite during implementation of the works from start until completion). <p>Notes:</p> <ul style="list-style-type: none"> ▪ The owner(s) and/or General Managers of the contracting company are not allowed to fill in any of the above listed key positions, unless a written approval is granted for that purpose by UNDP. ▪ Bidders shall take into account all the costs associated with hiring and assigning all the staff/personnel mentioned herein/above for/on the project according to what is required. CVs for all proposed staff must be submitted. ▪ Copies of "confirmation of availability" and CVs should be added to demonstrate that each specialist or engineer is qualified and ready to perform in his/her relevant area of competency. The above listed key personnel are subject to UNDP Approval. ▪ Failure of the potential selected contractor to propose suitable and qualified personnel/staff, will lead to rejection of his/her bid and render his/her offer technically not acceptable. ▪ The contractor's technical staff shall be engaged on site on full time basis and have the sufficient experience and capabilities of carrying out their duties; Absence of any of the required staff from the project site (during construction works duration: 'the period of time between the date of the construction contract start on site and the date of substantial completion') will entitle and cause UNDP/PAPP to impose financial penalties on the contractor corresponding to the "monthly" pay rates of the hired staff but in no case less than the applicable rates as directed and required/governed by the local governmental authorities and/or local Engineers Association. UNDP will deduct the amounts for each day of the absence of any member of technical staff in the interim payments to the contractor and these discounts are non-refundable. Also, deduction shall be made if any of the provided staff are not approved by UNDP; ▪ The Contractor is encouraged to consider Gender Equality when recruiting/assigning its staff on the project. 	
Implementation Time Table	<ul style="list-style-type: none"> ▪ The bidder shall submit a tentative implementation work plan starting from contract signature to project completion and handover. The work plan must show the list of tasks, duration, and allocated resources (labour and equipment) per task. 	The work plan shall be presented on MS project or Primavera

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Technical specifications of Goods mentioned in the BoQ	<ul style="list-style-type: none"> ▪ The bidder shall submit data sheets & catalogues for the equipment/ goods / systems) required under the works including details on warranty; the technical catalogues of the proposed equipment (not promotional catalogues) should be enclosed with the bid. ▪ For any equipment included in the BoQ, reliable local agent should be operable in the local market for not less than (3) years and should provide letter of guarantee for the availability of spare parts for minimum of ten (10) years following installation, commissioning and acceptance of equipment by UNDP Engineer; ▪ Warranty should be provided as per offered standard manufacturer' guarantee, following installation, commissioning and acceptance of any equipment and/or systems by UNDP Engineer; ▪ The bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery. 	
Financial Evaluation	<ul style="list-style-type: none"> ▪ Analysis of the priced bill of quantities based on requirements and quoted for by the bidders in Form F (Priced BoQ). ▪ Comparison with budget/internal estimates. 	Form F: Price Schedule Form
Price Analysis and Cash Flow	<ul style="list-style-type: none"> ▪ Upon official request only, the bidder shall furnish actual price analysis for all items in the Bill of Quantities. Price analysis shall show labour, materials, transportation, % of sub-contracting, overhead and profit. ▪ Upon official request only, the bidder shall furnish cash flow diagram. 	The price analysis of the BoQ shall be presented in excel.



SECTION 5A: STATEMENT OF WORKS

Construction of Wastewater Flow Measurement Systems in Qalqilya, Beit Jala and Ramallah

PROJECT DESCRIPTION:

The tender includes implementation of flow measurements on the following main wadi:

- **Wadi Al-Zuhur:**

Wastewater from Qalqilia City is collected and flows through conduits under the separation wall until reaching Wadi Al-Zuhur inside the Green Line. The collected wastewater is treated in Ner Elyaho WWTP inside the Green line.

There will be two measuring points; the first point will be installed in a manhole that collects the wastewater from the North and East parts of Qalqilia City (about 70% of the city), and the second one will be in another manhole site at different location that collects the wastewater from the Western part of Qalqilia City

- **Wadi Beit Jala**

Wastewater from Beit Jala and some parts of Bethlehem City is collected and discharged into Wadi Beit Jala then flows by gravity through conduits towards the Green Line until reaching Suriq WWTP inside Israel. The measuring point will be at the last manhole at the outlet of the sewage network

- **Wadi Suriq**

Wastewater from Ramallah City is collected and partially treated in Ramallah WWTP then discharged into Wadi Suriq. Wastewater from Al-Jeeb, Bir Nabala and Al-Ram is also collected and discharged into Wadi Suriq. This discharged wastewater is flow through conduits by gravity towards the Green Line until reaching Suriq WWTP inside Israel.

According to the site investigation there will be four measuring points; the first measuring point will be installed inside a manhole that collects the wastewater from Al-Jeeb, Bir Nabala and Al-Ram. The other three measuring points are consider as minor measurements points and will not be considered at this stage

Project works include all survey, excavation, flow diversion, pipes, valves and fittings, installation of electromagnetic flowmeters, casting, concrete reinstatement and backfilling with all related civil and mechanical works. The drawings and technical specification are annexed to this ITB. Training for the end users on operation and maintenance of the flow measurement devices is also included.

ADDITIONAL PRECAUTIONS:

The contractor shall visit the project site to become familiar with the conditions and nature of the working area, the structures, the agricultural lands, the vicinity, and the free space available for maneuvering, performing the work and for storing the construction materials. In general, the contractor shall become familiar with all the conditions and circumstances which may affect the way he will perform his work.

United Nations Development Programme

Programme of Assistance to the Palestinian People

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*Empowered lives.
Resilient nations.*

The contractor shall take all necessary measures to prevent any interruption of the existing infrastructures and utilities for residents and farmers. In case of disconnecting any services, the contractor shall provide written notification and shall seek prior approval from the concerned authorities and the Engineer.

Moreover, the contractor must take into consideration that the works will be performed within agricultural areas and they are required to adapt approved methods of construction to mitigate for and control dust pollution

The prices quoted by the contractors in the bill of quantities, following their visit to the site, shall be considered to include all what is required to carry out the work under the local conditions, including the foreseeable and unforeseeable expenses that will be required to complete the work according to the contract and to the satisfaction of the Engineer.

SPECIFIED MATERIAL AND EQUIPMENT LIST

The Contractor shall submit to UNDP, a detailed item list, the Specified Material and Equipment List, of all construction materials, equipment and goods required by the Contractor to be supplied for the execution and remedying defects of the Works for approval. The Contractor shall be solely responsible for importing and customs exemption of the required materials, equipment and goods.

PERMITS, LICENSES OR APPROVALS

It is the sole responsibility of the Contractor to obtain, within a reasonable period, all necessary permissions, licenses or approvals from the related authorities for the construction, operation and maintenance. Delay in obtaining these permissions, licenses or approvals shall not entitle the Contractor to any additional payment.

No claim whatsoever will be accepted by UNDP for costs that may be incurred in obtaining the permits and in importing the construction materials, equipment and goods into the sites.



SECTION 5B: GENERAL TECHNICAL SPECIFICATIONS AND DRAWINGS

(Attached)

Contractor should not submit a copy of the Technical Specifications and Drawings along with his offer

Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the Technical Specifications and Drawings, duly acknowledged by him (signed/stamped) upon contract signature

SECTION 5C: OTHER RELATED REQUIREMENTS

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)	DAP (Wadi Surik, Qalqilya, Beit Jala) And in accordance with the bill of quantities
Exact Address of Delivery/Installation Location	Please refer to Section 5- Drawings for the coordinates of the sites
Mode of Transport Preferred	To be specified by the Contractor
UNDP Preferred Freight Forwarder, if any ²	Not applicable
Distribution of shipping documents	Not applicable
Customs, if required, clearing shall be done by:	It is the sole responsibility of the Winning Contractor to obtain customs exemption and clearance from the relevant authorities
Ex-factory / Pre-shipment inspection	Not applicable
Inspection upon delivery	UNDP authorized engineer
Installation Requirements	As specified in the BOQ and approved by the authorized UNDP engineer
Testing Requirements	As per instructions of UNDP authorized engineer
Scope of Training on Operation and Maintenance	Three on-site training sessions for PWA relevant staff and municipality staff (5-7 persons) in each session
Commissioning	To be specified by UNDP team
Warranty Period	The Contractor shall be responsible for the maintenance of the subject works for a period of (1) one calendar year effective from the day of issuance of the Certificate of Substantial Completion of the Works.
Technical Support Requirements	The winning contractor shall maintain the operation of the flow measurement devices during the one year liability period and must provide proposal on operation, preventive maintenance, and technical support.
After-sale services Requirements	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of one year <input checked="" type="checkbox"/> Technical Support
Conditions for Release of Payment	<input checked="" type="checkbox"/> Inspection upon arrival at destination

²A factor of the Incoterms stipulated in the ITB. The use of a UNDP preferred freight forwarder may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to UNDP when clearing with customs authority of the country of destination.



	<input checked="" type="checkbox"/> Installation <input checked="" type="checkbox"/> Testing <input checked="" type="checkbox"/> Training on Operation and Maintenance <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English
Special Requirements	<p>1) Miscellaneous</p> <p>a) Time Schedule:</p> <p>The contractor has to submit a time schedule for the different activities of the project and the sequence of work activities using MS-Project software. This time schedule should be revised and approved by the engineer before the initiation of work activities. The contractor has to update it and do all modifications deemed necessary to work activities as per the instructions of the engineer.</p> <p>The contractor shall carry out quantity verification to be executed before the start-up of work activities. Written approval on the scope of works shall be obtained prior to implementation process.</p> <p>b) Schedule of material supply</p> <p>No delays are accepted due to delay in or insufficient material supply for works in the local market. Hence a schedule for material supply is needed before starting up activities.</p> <p>The schedule of works should include the dates and quantities of material supply as well as the equipment supply to assure proper planning of work activities.</p> <p>c) Work plan</p> <p>The contractor has to submit a written work plan that illustrates the methodology to be followed in implementation of the work activities.</p> <p>d) Samples and catalogues:</p> <p>The contractor has to submit all samples and /or catalogues for all materials to be used on the project to verify their compliance with the technical specifications as follows:</p> <p>*The samples will be handed along with the request of material approval as per the schedule of material supply such that one week is allowed to obtain approval before order of material supply is placed.</p> <p>*The sample and catalogue should show the data of technical specification. In case there is no possibility to obtain a sample, the catalogue might be accepted after the engineer approval.</p> <p>e) Cash – Flow:</p> <p>The contractor has to submit a cumulative cash flow chart (S-curve) expected during implementation. Updates should be carried out on regular basis to adapt the actual expenditure on the project.</p>



	<p>f) Monthly reports and photographs.</p> <p>The contractor has to submit monthly reports in three copies reflecting the actual progress of works in percentage, executed work activities, difficulties faced and photos showing such progress.</p> <p>g) Contract documents:</p> <p>All tender documents stipulated in the ITB should be submitted, signed and stamped. It is deemed that all mentioned in the technical specification (General and Specific), drawings, bill of quantity, pre-bid meeting notes and/or any addendum thereof are included in the unit prices of the items and no extra charges will be paid in that respect.</p> <p>2) WORKMANSHIP:</p> <p>The contractor has to engage competent workers to achieve the workmanship stated in the tender documents. It is expected that best local practices be utilized in case no specific workmanship is identified.</p> <p>3) DRAWINGS:</p> <p>a) The contractor has to abide to any additional detail or general drawings issued by the engineer and will be considered as part of the contract.</p> <p>b) The contractor shall carry out onsite survey works and develop detailed shop drawings for all works and submit for the Engineer's approval. No activity can be started unless engineer approves relevant shop drawing.</p> <p>c) The contractor should submit three copies of the shop drawings a week ahead of required approval. In case of changes required, the contractor will resubmit the drawings with changes and obtain approval before execution of works.</p> <p>4) As-Built Drawings:</p> <p>The contractor is responsible to submit as-built drawings before the preliminary handing over in four (4) hard copies A1 size and four (4) CDs. They should show all details (architectural, structural, mechanical, and electrical along with services routes, trenches, manholes, levels, etc)</p> <p>In case the contractor fails to deliver the As-built drawings and/or technical reports (including all rates for undelivered reports as quoted in the original bill) as required and to the satisfaction of the UNDP engineer, then UNDP shall deduct the sum of USD 5,000 from the dues of the contractor.</p> <p>5) The contractor shall construct all mock-ups and provide samples as specified and as required in the contract documents at his own cost and expense.</p> <p>6) Discrepancies and mistakes in tender documents:</p> <p>a) In case there is discrepancy in the tender documents, the UNDP Engineer will verify the correct specification of any item in the tendering stage.</p>
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	<p>b) In case there is missing information in the contract documents or discrepancy or review and approval of the engineer, improper description of details of the items, it doesn't relieve the contractor from carrying out the item in the most correct manner as if identified and properly described in the original tender documents.</p> <p>c) The contractor has to acknowledge the engineer in case of omission, discrepancy or mistakes in the tender documents in the tendering stage and price according to the engineer's answer.</p> <p>d) In the case of an inconsistency between Drawings and Specifications or within either Document, not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the UNDP Engineer's interpretation.</p> <p>7) INSPECTION OF SITE:</p> <p>The contractor is deemed to have visited and investigated the site and identified all site conditions in terms of ground nature, accessibility to site, availability of services like water & electricity and all factors affecting execution of work activities before submitting his offer. All such factors are deemed to be taken into consideration while pricing.</p> <p>8) SUB-CONTRACTORS:</p> <p>Sub- contractors are dealt with according to General Conditions of Contract. The main contractor should submit to the Engineer; the certified agreement between him and the subcontractor prior to commencement of the work.</p> <p>9) EQUIVALENCE AND ENGINEER'S INSTRUCTION:</p> <p>Wherever equivalence and Engineers' instruction are mentioned within the contract documents, they are interpreted to be dealt with and /or executed according to the consent of the engineer.</p> <p>10) SITE MEETINGS:</p> <p>Periodical site meetings will be carried out and the contractor or duly authorized delegate should attend the meetings.</p> <p>11) TESTING:</p> <p>The contractor at his own expenses shall provide any test as requested by the Engineer's Representative for any materials supplied, installed, or stored in the site according to the stipulated tests in the general specifications. The contractor has to secure devices and equipment that are necessary to test sanitary and electrical works as requested by the Engineer.</p> <p>12) SPECIFICATIONS:</p> <p>Contractor has to comply fully with the specifications and codes specified in the tender documents. In case there is no clear or missing specification of items, it is</p>
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	<p>deemed that the contractor has based his prices on high quality materials and best practice in implementation.</p> <p>13) TAKE OFF QUANTITIES AND PRICING:</p> <p>a) Description of items</p> <p>The tender documents are complementary and self-explanatory and what is deemed necessary in one is deemed necessary in all. Accordingly, the item specification is not limited to item description in the bill of quantity but rather to the tender documents as a whole.</p> <p>b) Quantities</p> <ul style="list-style-type: none"> i) Net measurements of quantities as executed or erected in place will be used in the project ignoring losses and overlapping parts. ii) Quantities are based on actual measurements on site. iii) The contractor shall reveal attachments and supporting documents for all finished quantities with each payment to the Engineer for review. iv) The quantities in the Bill of Quantity are only an estimate. Actual quantities will be measured on site and approved by the engineer. v) The contractor should inform the owner or his representative about any increase in quantities prior to execution in a written form. In case of extra quantities are executed without informing the owner or the Engineer and obtaining approval on the implementation it will not be accounted in the quantities. <p>c) Pricing:</p> <ul style="list-style-type: none"> i) Description of items: The contractor is deemed that he understood all items within the bill of quantities and that he included all required expenses for permanent or temporary activities and components inclusive but not limited to overhead, profit, fees for services, materials, samples, losses in materials, equipment,...etc, to achieve and maintain the works in first grade quality and in the correct form. No claims will be accepted for any claimed lack of comprehensiveness in pricing. ii) The contractor shall not include price of item in another one. All prices of items should be adequate to execute the relevant task individually. iii) The cost of any item in the B.O.Q. shall include all prices of raw material, shipping and transporting, tests, workmanship cost, overheads, profits, and all direct and indirect implicated costs of the implementation of the project. iv) Any un-priced item in the B.O.Q. is eventually included in the other items and the contractor has not the right neither to price it later nor to cancel it. v) The contractor is deemed to base his price according to proper breakdown of cost. Hence, he is expected to submit such price analysis within his offer upon UNDP request. vi) The unit rates shouldn't include VAT. All payments will be processed according to Zero VAT invoices all according to PA rules and regulations in that respect. The contractor has to include all expenses that might occur in his overhead expenses and no claims will be accepted regarding this issue. vii) Price shall include fees of testing according to specification and engineer's instruction. UNDP has the right to change the testing laboratory from time to time.
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	<p>viii) The contractor has to submit valid income and VAT tax clearance issued by the Ministry of finance along with the tender.</p> <p>d) Electrical and mechanical manufacturing lists are an integral part of the tender documentations and are directly related to civil, mechanical and electrical works' bills.</p> <p>14) Fuel and electricity for testing and commissioning shall be provided as required in the construction contract documents. Cost of electricity, water, fuel and the like, specifically needed and to the extent necessary during an uninterrupted testing and commissioning period, shall be paid by the contractor without reservation.</p> <p>15) Assistance to The Engineer's Representative</p> <p>a) The Contractor shall give such assistance and supply such labor as may be required by the Engineer in connection with the contract when required.</p> <p>b) Such labour to be hired and employed by the Contractor but shall operate and perform their duties under the direction of the Engineer's Representative.</p> <p>16) Temporary installations during implementation</p> <p>In case of any delay by the contractor in establishing such temporary installations or any part thereof and removal of thereof (at the expense of the contractor and by fall of the construction total cost), the Engineer's Representative and Employer have the right to establish the remainder and removal thereof at the end of the project and reduce the amounts disbursed from the account of the contractor without any objection to the action or cost.</p> <p>17) warehouses</p> <p>The contractor shall establish stores and warehouses at his own expenses to store all pipes, valves and construction materials, and ensure the conditions necessary for the protection of stored materials from damage caused by exposure to influences.</p>
Various Additional & Important Special Conditions (add /modify/ adapt as needed)	<p>(1) Detailed shop drawings as directed and requested by the UNDP Engineer and as required in the projects specifications shall be prepared and given to the UNDP Engineer for his review and approval before and during implementation of the works.</p> <p>(2) Provision of Electricity and water for the project activities is and remains the sole responsibility of the awarded contractor.</p> <p>(3) The tentative works activities plan requested in the tender shall show the phased works schedule and at the same time show bidder's ability to finish the works within four (4) months from the contract start date.</p> <p>(4) In case of a non-compliance report is issued by the UNDP Engineer for specific works/items, the contractor can't proceed further with the contested item, unless a rectification has been done according to contract requirements and UNDP Engineer instructions. If the contractor fails to remedy the uncompliant items within a time frame agreed upon between both parties, the resulting delay and cost implications (if any) will be the full responsibility of the contractor.</p>



	<p>(5) Working days and hours for the project should be fully coordinated with the UNDP Engineer and subject to his prior approval before commencement of the works on site. However, in case of any future changes in the agreed-upon dates and time the approval of the UNDP Engineer would still be required.</p>
Offices for the Engineers Representatives	<p>The Contractor shall provide suitable mobile site offices for the use of the Engineer and her/his assistants, throughout the period of construction. The site offices shall be furnished in a location approved by the Engineer during the mobilization period. All rooms shall have glazed windows complete with fly screens. Adequate fitted hardware, electrical switches, sockets, lighting, and plumbing fittings, sanitary ware, stationary, drinking water, etc., shall be provided as necessary for the different areas of the office.</p> <p>Setting up and furnishing of the site-offices is the sole responsibility of the awarded contractor and at his own expenses. The office for the UNDP Engineers shall also be as set in the specifications, and General Requirements in the tender documents (as available).</p> <p>The Contractor shall be responsible for the security of the office building and its contents at all times, cover all the operation and maintenance costs for the office and shall employ office boy/watchmen for this purpose.</p> <p>Any delaying in furnishing the site offices during mobilization period; will result in cutting off USD 200 per each delayed day from the contractor's dues.</p> <p>1. OFFICES FOR THE ENGINEER'S REPRESENTATIVE</p> <p>a) The Contractor shall provide suitable site offices for the use of the Engineer and his assistants, throughout the period of construction. The site offices shall be constructed in a location approved by the Engineer during the mobilization period. The offices shall be of fixed or mobile type and shall have walls, ceiling and partitions lined with "Masonite" boards or similar material. All rooms shall have glazed windows complete with fly screens. Adequate fitted hardware, electrical switches, sockets, lighting, and plumbing fittings, sanitary ware etc., shall be provided as necessary for the different areas of the office.</p> <p>b) Any delaying in furnishing the offices during mobilization period; will result in cutting off 200 \$ per each delayed day from the contractor's dues.</p> <p>c) The contractor shall prepare all needed access roads to and through the site on his own expenses and according to instruction of Engineer.</p> <p>d) The site offices shall be equipped, serviced and maintained in a clean, weather proof and sanitary condition.</p> <p>e) The electrical installation shall provide for simultaneous use of all electrical appliances.</p> <p>f) The main office must be equipped with Air Condition at least 12000 BTU.</p> <p>g) The Contractor shall arrange for a temporary power supply to the offices and provide and maintain adequate standby diesel generator. All electricity bills shall be paid by the Contractor.</p> <p>h) The Contractor may either arrange for a temporary main water supply or alternatively provide tanker water supply.</p> <p>i) Throughout the duration of the Contract, the Contractor shall ensure an uninterrupted supply of water and electricity to the offices.</p> <p>j) The offices shall be completed and all the equipment provided by the commencement of the permanent works.</p>

	<p>k) The Contractor shall be responsible for the security of the office building and its contents at all times, cover all the operation and maintenance costs for the equipment provided and shall employ watchmen for this purpose.</p> <p>l) The office building shall become the property of the Contractor after the completion of the works.</p> <p>m) All offices furniture shall remain the property of the Contractor and will be returned to the contractor after the completion of the works.</p> <p>SCHEDULE OF THE ENGINEER'S OFFICES Setting up and furnishing of the site-offices is the sole responsibility of the awarded contractor and at his own expenses. The office for the UNDP engineers shall be of a minimum 24 square meters size and shall include the following: The requirements of the site offices on this contract are as follows:</p> <table><tr><th>Room No</th><th>Description</th><th>Size Requirement</th></tr><tr><td>1</td><td>Engineer office #</td><td>3.5m x 3.5 m</td></tr><tr><td>2</td><td>Meeting room</td><td>4.0 m x 3 m</td></tr><tr><td>3</td><td>Toilet with all supplies</td><td>1.5 m x 2 m</td></tr><tr><td>4</td><td>Small kitchenette with all necessary tools and supplies</td><td>2 m x 1.5 m</td></tr></table> <p>In addition to: Adequate split unit A/C (hot and cold)</p> <p>SCHEDULE OF FURNITURE: The furniture required under this contract for the site offices indicated in the schedule of offices shall be to the Engineer's approval and are as follows (after the project handing over, all assets to be the property of the contractor):</p> <table><tr><th>Item</th><th>Description</th><th>Quantity</th></tr><tr><td>A</td><td>Desk with two locking drawers and with side drawers</td><td>1</td></tr><tr><td>B</td><td>Office Chairs</td><td>14</td></tr><tr><td>C</td><td>Meeting table 2.0x3.0m</td><td>1</td></tr><tr><td></td><td>bookshelf 200x80x30cm with lockable bottom shelves</td><td>2</td></tr><tr><td>D</td><td>Samples cupboard</td><td>1</td></tr></table>	Room No	Description	Size Requirement	1	Engineer office #	3.5m x 3.5 m	2	Meeting room	4.0 m x 3 m	3	Toilet with all supplies	1.5 m x 2 m	4	Small kitchenette with all necessary tools and supplies	2 m x 1.5 m	Item	Description	Quantity	A	Desk with two locking drawers and with side drawers	1	B	Office Chairs	14	C	Meeting table 2.0x3.0m	1		bookshelf 200x80x30cm with lockable bottom shelves	2	D	Samples cupboard	1
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Offices of the contractor	The contractor office shall be set at his own costs and responsibility; The form and dimensions that is appropriate with the contractor's requirements. The offices shall be setup before starting of work on the project.																																	

SECTION 5D: SPECIAL CONDITIONS

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

<p>Taxes Value Added Tax (VAT)</p>	<p>UNDP is a tax-exempt entity. All pricing shall be net of any direct taxes or customs duties. This contract is exempted from Value Added Tax (VAT) and all other taxes; as such taxes, customs duties and VAT will not be paid under this contract.</p> <p>In the event that the Contractor fails to acquire the necessary tax clearances from the Tax Department after signing the Contract, UNDP retains the right to encash the full amount of the Contractor's advance payment guarantee and/or performance guarantee without prior notice, and if necessary terminate the Contract.</p> <p>Contractor's consumables including fuel, petrol, diesel, lubricants are not exempted from taxes.</p> <p>Contractor's equipment for Temporary Works for its own use, not priced in the schedules, are not exempted from taxes.</p> <p>Any element of taxes, duties and fees applicable to the price of locally produced and/or supplied goods shall be deemed to be included in the rates and prices stated in the Contract and no claim shall be entertained in respect thereof.</p>
<p>Currency exchange risks & fluctuations in material equipment costs</p>	<p>The winning contractor is not entitled to get compensated by UNDP on the decline/fluctuations in exchange rate of the contracted currency (currency devaluation) or on the fluctuations in material/equipment cost (this condition applies during the original duration of the contract and during any time extension, if granted, until final completion of the project). Accordingly, the contractor will only be entitled for the costs of executed works and supplied material and/or equipment, all based on the unit prices submitted in its original tender submission. In this regard, we encourage the contractor (whom will be awarded the contract) to have a "Forward Agreement" with their bank to cushion the impact of the currency exchange risks.</p>
<p>Kick off requirements</p>	<p>The winning contractor shall submit to UNDP Engineer, within two weeks upon signature of the contract, the following requirements:</p> <ul style="list-style-type: none"> ▪ Approach/methodology on how to implement the Project (i.e. detailed method statement or implementation methodology). This should include how the contractor proposes to sequence multiple tasks/installations in an efficient and complementary fashion; ▪ Proposal for Occupational Health and Safety Plan, and description how it would be implemented on the project site; ▪ Proposal for Quality Assurance/ Control plan (QA/QC), tailored specifically to this project; ▪ Proposal for Accredited/ Recognized material testing lab; ▪ For the Tentative Work plan/ schedule – it is required that a Commercial Grade Project Management Software be used to establish the critical path and project milestones. NB: This same software will be required for the duration of the project for managing the project, including reporting on progress and adherence to budget;



Warranty/Guarantee	The Contractor shall be responsible for the maintenance of the subject works for a period of (1) one calendar year effective from the day of issuance of the Certificate of Substantial Completion of the Works.
Liability Insurance	<p>The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of 15% (fifteen percent) of the price of the Contract per occurrence, with number of occurrences unlimited. The liability insurance shall be submitted by the Contractor before issuance of the notice to proceed and site handover by UNDP (before starting any works on project site including mobilization works) , and shall be valid until end of defects liability period (i.e. twelve months after the intended completion date).</p> <p>Contractors' All Risks (CAR) insurance policy should cover public liability insurance (third parties property damage and bodily injury) and contract works (materials/ items, construction plant/ equipment, machineries, etc.), in addition to Workers' compensation insurance should be issued by the successful bidder subject to the general conditions, terms and conditions of the contract, and in compliance with the applicable local laws in the Country.</p> <p>Before the notice to proceed and site handover, the successful bidder shall provide UNDP/PAPP with the draft insurance policies for review and clearance before official issuance. UNDP reserves the right to ask the successful bidder (and the successful bidder has to comply) for any modifications or additions to the policies terms and conditions that are deemed necessary to provide proper & comprehensive coverage (in terms of Risks and values Covered) to the project. That said, it is essential that the bidder factor in his bid price the cost of issuance of comprehensive insurance policies.</p> <p>The drafting of insurance clauses requires the contractor to "warrant" (or, in other words, guarantee) that it has satisfied all the requirements imposed by the construction contract and local labor law.</p>
Defects Liability	Any damage resulted from defect in execution by the Contractor on the executed works during the defects liability period should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from the Employer; and if the contractor does not repair these damages during the above specified period, then UNDP does these repairs at the expense of the contractor, which shall be deducted from due sums against the Maintenance Guarantee.
Payment Terms	<p>(1) In the case of requesting an advance payment by the Contractor; the UNDP/PAPP shall pay the Contractor an advance payment up to 20% of the contract value upon signature of the contract between UNDP/PAPP and the Contractor and submission of the following documents by the Contractor:</p> <ul style="list-style-type: none"> ▪ An irrevocable and unconditional bank guarantee for the same value of the advance payment valid for the whole contract duration plus 30 days after the intended completion date; and, ▪ The required Performance Security as stipulated in this tender. <p>(2) The amount of the advance payment, if paid to the contractor, shall be subject to a deduction of a 20% (twenty percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment when 80% of the works are completed. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of completion of 80% the Works, UNDP may deduct the amount equal</p>



	<p>to the difference between the advance payment and the cumulative deductions from the payments due after completion or may recover such amount from the bank guarantee.</p> <p>(3) Payments to the contractors will be according to the submitted cash flow diagram based on actual measurements of executed works.</p>
Peculiarity of the Site (modify/adapt if/as needed to this particular project)	<p>(1) The contractor shall take into consideration the dynamic and active location assignment. The awarded contractor shall make all necessary arrangements and take all precautionary measures so as not to endanger the safety of the users and visitors of/to the project sites. Therefore, the safety and quality assurance measures shall be always maintained on site during and after the working hours throughout the contract duration.</p> <p>(2) During implementation, the contractor shall coordinate with UNDP at all stages, and with any other concerned parties and authorities in relation to implementing the works of the project. Moreover, the contractor shall abide by all special conditions, instructions or regulations issued by local authorities to carry out the works;</p> <p>(3) The relevant & applicable conditions and instructions, as issued by all relevant authorities, for such project shall be fully complied with by the contractor, in a timely manner and in full coordination with the UNDP management and its supervision team;</p> <p>(4) The contractor shall take into consideration the risk of potential closure of the site area due to unforeseen political unrest in the area and/or interruptions by the relevant authority. UNDP will not be held liable for any contractual claims arising out of or in connection with the consequences of the prevailing situation, including closures, strikes, and acts of war. This includes any claims for overhead expenses due to idle works, changes in the market cost of materials and/or equipment and related transportation or other costs. Accordingly, the contractor will only be entitled for the costs of executed works and supplied material and/or equipment, all based on the unit prices submitted in his original tender.</p>
Suspension of Work	<p>In case UNDP imposes suspension longer than one (1) month on the project, only the following will be paid for to the contractor:</p> <ol style="list-style-type: none"> (1) Project Manager (2) Security guard for the project if needed; (3) Cost of extension of the insurance policies and bank guarantees (if applicable, depending on the actual time extension period granted by UNDP to the contractor) <p>All project equipment will not be compensated for, as well as any incurring costs related to staff or subcontractors. The maximum period of suspension will not be more than 60 days at maximum. When suspension is released, the Contractor will be allowed seven (7) days for re-mobilization and the period of contract will be extended accordingly.</p>
Safety, Health & Welfare Plan	<p>Upon contract award, the contractor should provide, as part of his contractual commitments, a detailed Safety, Health & Welfare plan, (including, if applicable, scaffolding/support systems plan based on Safety requirements for scaffolding) being part of the overall program of works, subject to the UNDP Engineer for review and approval during the mobilization period and before actual work starts. The Contractor shall bear all the costs associated with the implementation of the said Safety, Health & Welfare plan. The said safety plans and related measures shall be in full compliance with</p>



	<p>the ILO safety code and manual, the safety and other related regulations issued by the related authorities, and the relevant parts of the project specifications and tender documents:</p> <p>Safety and health in construction: An ILO code of practice – International Labour Office Geneva (1992 version)”</p> <p>&</p> <p>Safety, health and welfare on construction sites: A training manual- International Labour Office Geneva (1999 version)”</p> <p>The above-mentioned Safety manual shall be an integral part of the tender. The above-mentioned Safety code & Safety manual shall be an integral part of the tender and contract documents and the contractor is obligated to fully comply with the guidelines, instructions & provisions contained in the said documents, all to the satisfaction of the UNDP Engineer.</p> <p>Important: The contractor shall also implement fully the applicable Safety measures contained in the approved Safety plan during mobilization stage before actual work starts.</p> <p>The detailed Safety, Health & Welfare plan, (including Safety requirements for Scaffolding/support systems plan. If applicable), shall be prepared and presented by the contractor to the UNDP Engineer for his review and approval before start of the works. The said safety plans and related measures shall be in full compliance with the ILO safety manual, the safety and other related regulations issued by the related authorities, and the relevant parts of the project specifications and tender documents. Please refer to the relevant parts in the subject tender documents for the instructions and conditions related to the safety & security plans and the applicable safety manual and guidelines.</p> <p>The Safety code & manual in addition to other Occupational Safety and Health documents can be found and are available online at the ILO designated web site at: https://www.ilo.org</p>
overhead and profit percentage In case of a variation order	In case of a variation order during project implementation, overhead and profit combined percentage / margin should not exceed 20%, subject to negotiations and the price breakdown submitted by the contractor



SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	Not Applicable
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ Form G: Form of Bid Security	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Price Schedule:

▪ Form F: Price Schedule Form (Bill of Quantities)	<input type="checkbox"/>
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FORM A: BID SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name: _____

Title: _____

United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي/ برنامج مساعدة الشعب الفلسطيني



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Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

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FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
Does your Company have a written Statement of its Environmental Policy? <i>(If yes, provide a Copy)</i>	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]



Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may contact for requests for clarifications during Bid evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ol style="list-style-type: none"> 1) Written power of attorney, authorizing the signatory of the bid to commit the Bidder; 2) Company Profile, which should <u>not</u> exceed fifteen (15) pages; 3) Certificate of Incorporation/ Business Registration; 4) List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation; 5) Contractor's valid classification certificate; 6) Local Government permit to locate and operate in assignment location; 7) Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country; 8) Tax Clearance Certificate issued by the VAT directorate; 9) 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; 10) List and value of on-going projects with contact details of clients and current percentage of completion for each ongoing project; 11) Statement of Satisfactory Performance from the Top (3) Clients in terms of Contract Value the past (5) years; 12) Latest Audited financial statement (income statement and balance sheet) including auditor's report for the past (3) years; 13) Tentative implementation work plan; 14) A list of the contractors' equipment proposed for carrying out the contract including details of ownership; 15) Full data sheets and catalogues of proposed equipment; 16) Training programme for each municipality staff for the maintenance and operation of the equipment offered. In addition, Training materials shall be provided in English or Arabic; and, 17) The names, qualifications and experience of key personnel proposed for the management of the contract and the execution of the works, both on and off site, including CVs of the proposed personnel.

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FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Not applicable



FORM D: ELIGIBILITY AND QUALIFICATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 7 years			
<input type="checkbox"/> Contract(s) not performed in the last 7 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 7 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 7 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

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Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	Information from Balance Sheet		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Information from Income Statement		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- Historic financial statements must be audited by a certified public accountant;
- Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.



FORM E: FORMAT OF TECHNICAL BID

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

SECTION 2: Scope of Work, and Related Services

This section should demonstrate the Bidder's responsiveness to the *statement of works* 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 requirements. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will deliver the required goods and services/ works, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

Demonstrate how you plan to integrate sustainability measures in the execution of the contract.



SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
Professional certifications	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i></p> <p>[Insert]</p>
References	<p><i>[Provide names, addresses, phone and email contact information for two (2) references]</i></p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)



FORM F: PRICE SCHEDULE FORM (BILL OF QUANTITIES)

(attached)

This tender was composed of two lots:

- (1) Lot #1: Construction of Wastewater Flow Measurement Systems in Qalqilya, Beit Jala
- (2) Lot #2: Construction of Wastewater Flow Measurement Systems in Ramallah

Interested bidders must quote for Lot #1 and Lot #2 and record the total of each lot in the eTendering system. Bidders quoting for one bid will be considered not responsive, thus their bids will be rejected.

The contract will be awarded to the bidder who will quote the Lowest priced technically responsive, eligible and qualified bid for both Lot#1 AND Lot #2, if the grand total of this bidder is within the project budget.

If not, the UNDP at its discretion will cancel Lot #2. Then, the contract will be awarded to the bidder who will quote the Lowest priced technically responsive, eligible and qualified bid for Lot#1.

UNDP/PAPP, during evaluation stage, shall ensure that the content of said bills of quantities is unaltered and that it remains identical to that of the original bills of quantities. In case of any discrepancy between the priced BoQ submitted by the bidder and the original bills of quantities, as posted by UNDP online, then UNDP version shall prevail. In case of any alteration (change, addition, modification or deletion) in the original BoQ, **then this shall cause rejection of the bid.**

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.**

Important: Any manufacturer's names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item.



FORM G: FORM OF BID SECURITY

*Bid Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.*

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

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated [Click here to enter a date](#), to execute goods and/or services [Insert Title of Goods and/or Services] (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 if 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 Bids;
- c) Fails to comply with UNDP's variation of requirement, as per ITB instructions; 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 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 up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

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FORM H: ACKNOWLEDGEMENT LETTER

PLEASE TYPE OR PRINT LEGIBLY & RETURN VIA EMAIL PROC3.PAPP@UNDP.ORG

Date: _____

Dear Shehadeh Habash,

Ref. ITB No. ITB-PAL-2019-72711: Construction of Wastewater Flow Measurement Systems in Qalqilya, Beit Jala and Ramallah

We the undersigned, acknowledge receipt of your Invitation to Bid for the construction of works under subject and hereby confirm that:

a) ☐ we intend

☐ we do not intend

to submit a bid to the United Nations Development Programme by the deadline.

Names of our representative(s) designated for this engagement		1.; and			
		2.			
Firm/Company's name (Bidder):					
Address:					
City:		State:		Zip:	
Signature of Authorized Representative:					
Name:			Title:		
Telephone No.:		Ext.:		Fax No.:	
Email address:					