

INVITATION TO BID

Provision of Cash Delivery Services for Women-Headed Household in West Mosul Governorate

ITB No.: ITB-174/19

Project: Funding Facility for Stabilization (FFS)

Country: Iraq

Issued on: 8 July 2019

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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: Schedule of Requirements and Technical Specifications

Section 6: Returnable Bidding Forms

- o Form A: Bid Submission Form
- o Form B: Bidder Information Form
- o Form C: Joint Venture/Consortium/Association Information Form
- o Form D: Qualification Form
- o Form E: Format of Technical Bid
- o Form F: Price Schedule
- o Form G: Form of Bid Security
- o Form G.1: Template for Bid Security Confirmation

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

In case your company is not registered in the E-Tendering Module, please use the following temporary username and password to register your company/firm:

Username: event.guest Password: why2change

Bidders who will be registered on the e-tendering will be able to download the complete bidding documents from the e-tendering website at: https://etendering.partneragencies.org

"Bidders can download the complete tender documentation from the e-Tendering upon registration".

Skype conference Date and Time: Monday, 22nd July 2019 at 10:00 AM, Focal Person: Mahbobulhaq Faizi, Email: mahbobulhaq.faizi@undp.org

You may acknowledge receipt of this ITB utilize the "Accept Invitation" function in E-Tendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Issued by:

Name: Mahbobulhaq Faizi

Title: Procurement Analyst

Date: July 8, 2019

Approved by:

Name: Piero Emanuele Franceschetti

Title: Head of Service Center

Date: July 8, 2019

Section 2. Instruction to Bidders

GENERAL PROVISIONS				
1. Introduction	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		
	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.		
	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.		
	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.		
2. Fraud & Corruption, Gifts and Hospitality	2.1	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		
	2.2	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.		
	2.3	In pursuance of this policy, UNDP:		
		(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;(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.		
	2.4	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		
3. Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.		
	3.2	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. 4. Conflict of Interests 4.1 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:

- 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.
- 4.2 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.
- 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:
 - 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
 - All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.
 Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.
- 4.4 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.

B. PREPARATION OF BIDS

5. General Considerations 5.1 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. 5.2 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. 6. Cost of Preparation of Bid 6.1 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.
7. Language	7.1	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.
Comprising the Bid details are provided i		The Bid shall comprise of the following documents and related forms which details are provided in the BDS: 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.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	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.
10. Technical Bid Format and Content	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
	10.2	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.
	10.3	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.
	10.4	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.
11. Price Schedule	11.1	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.
	11.2	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.
12. Bid Security	12.1	A Bid Security, if required by BDS, shall be provided in the amount and form 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.
	12.2	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.
	12.3	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.
	12.4	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.
	12.5	The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:
		 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: to sign the Contract after UNDP has issued an award; or 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.
13. Currencies	13.1	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:
		 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.
14. Joint Venture, Consortium or Association	14.1	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.
	14.2	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.
	14.3	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.
	14.4	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.
	14.5	A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
		a) Those that were undertaken together by the JV, Consortium or

Association; and

	 Those that were undertaken by the individual entities of the JV, Consortium or Association.
	14.6 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
	14.7 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.
15. Only One Bid	15.1 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.
	 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or 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.
16. Bid Validity Period	16.1 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.
	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.
17. Extension of Bid Validity Period	17.1 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.
	17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
18. Clarification of Bid (from the Bidders)	18.1 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.
	18.2	UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3	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.
19. Amendment of Bids	19.1	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.
	19.2	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.
20. Alternative Bids	20.1	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.
	20.2	If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	21.1	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 Bidder's Conference or issued/posted as an amendment to ITB.
C. SUBMISSION AND	O OPEI	NING OF BIDS
22. Submission	22.1	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.
	22.2	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.
	22.3	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.

Hard copy (manual) Hard copy (manual) submission by courier or hand delivery allowed or 22.4 submission specified in the BDS shall be governed as follows: 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. (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: Bear the name of the Bidder; ii. Be addressed to UNDP as specified in the BDS; and iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. 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. **Email and** 22.5 Electronic submission through email or eTendering, if allowed as specified **eTendering** in the BDS, shall be governed as follows: submissions a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; b) 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. 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/ 23. Deadline for Complete Bids must be received by UNDP in the manner, and no later than **Submission of Bids** the date and time, specified in the BDS. UNDP shall only recognise the and Late Bids actual date and time that the bid was received by UNDP 23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids. 24. Withdrawal, 24.1 A Bidder may withdraw, substitute or modify its Bid after it has been Substitution, and submitted at any time prior to the deadline for submission. **Modification of Bids** 24.2 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" eTendering: A Bidder may withdraw, substitute or modify its Bid by 24.3 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.

25. Bid Opening	Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos. 24.4 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. 25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. 25.2 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. 25.3 In the case of e-Tendering submission, bidders will receive an automatic
	notification once the Bid is opened.
D. EVALUATION OF	BIDS
26. Confidentiality	26.1 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.
	26.2 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.
27. Evaluation of Bids	 UNDP will conduct the evaluation solely on the basis of the Bids received. Evaluation of Bids shall be undertaken in the following steps: a) Preliminary Examination including Eligibility 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 Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary
28. Preliminary Examination	28.1 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.
29. Evaluation of Eligibility and Qualification	 29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria). 29.2 In general terms, vendors that meet the following criteria may be considered qualified: 20.2 These are not included in the UN Security Council 1267/1080.
	 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.
30. Evaluation of Technical Bid and prices	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.
31. Due diligence	 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: 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 on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; 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; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid. 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.
	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.

Bid 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. 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. 34. Nonconformities, Provided that a Bid is substantially responsive, UNDP may waive any non-**Reparable Errors** conformities or omissions in the Bid that, in the opinion of UNDP, do not and Omissions constitute a material deviation. 34.2 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. 34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows: a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. 34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected. **E.** AWARD OF CONTRACT 35. Right to Accept, 35.1 UNDP reserves the right to accept or reject any bid, to render any or all of Reject, Any or All the bids as non-responsive, and to reject all Bids at any time prior to award **Bids** 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. 36. Award Criteria Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price. 37. Debriefing 37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a

33.1 UNDP's determination of a Bid's responsiveness will be based on the

33. Responsiveness of

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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.
38. Right to Vary Requirements at the Time of Award	38.1	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.
39. Contract Signature	39.1	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.
40. Contract Type and General Terms and Conditions	40.1	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
41. Performance Security	41.1	A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a 15="" href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP-POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Gu_arantee%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.</th></tr><tr><th>42. Bank Guarantee for
Advanced Payment</th><th>42.1</th><th>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 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 <a href=" https:="" layouts="" popp.undp.org="" wopiframe.aspx?sourcedoc="/UNDP-POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Formdocx&action=default</a">
43. Liquidated Damages	43.1	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.
44. Payment Provisions	44.1	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.
45. Vendor Protest	45.1	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 UND vendor protest procedure http://www.undp.org/content/undp/en/home/procurement/business/potest-and-sanctions.html
46. Other Provisions	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 shat be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence. 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. The United Nations has established restrictions on employment of (forme UN staff who have been involved in the procurement process as perbulletin ST/SGB/2006/1 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/18/ereferer

The following data for the goods and/or services 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
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference / Skype Conference	Will be Conducted Time: 10:00 AM 3+GMT Date: July 22, 2019 10:00 AM Venue: Skype conference call (bidders are requested to provide their skype ID. to below focal point on or before Close of Business (CoB) of 20 July 2019. The UNDP focal point for the arrangement is: Mr. Mahbobulhaq Faizi E-mail: mahbobulhaq.faizi@undp.org
6	16	Bid Validity Period Bid Security	120 days ☑ Required Amount: USD 8,000
			In the name of Resident Representative, UNDP-Iraq as per the template provided at Form-G of the ITB. Form: Form G: Bid Security Note: Bidders are also required to complete the Form G.1 Confirmation of Bid Security Information and submit the signed form with the bid. Note: Bids without bid security will neither be accepted nor be included in the evaluation process. Bid with personal or uncertified Cheque will not be accepted.

			UNDP reserves the right to reject any bid security when the information provided above cannot be verified by UNDP Acceptable forms of Bid Security: ☑ Bank Guarantee (See Form G for template) ☑ Any Bank-issued Check / Cashier's Check / Certified Check Note: Personal and uncertified cheques are not acceptable and leads to rejection.
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed Percentage of contract price per day of delay: <u>0.5%</u> Max. number of days of delay <u>30 Calendar days</u> , after which UNDP may terminate the contract.
9	40	Performance Security	□ Not Required □
10	12	Currency of Bid	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	4 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Mahbobulhaq Faizi, Procurement Analyst Address: UNDP, Iraq E-mail address: mahbobulhaq.faizi@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Bids	☑ e-Tendering

15	22	Bid Submission Address	https://etendering.partneragencies.org
			Event Number: ITB-174/19
16	22	Electronic submission (email or eTendering) requirements	 Format: PDF files (Preferred) 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.
17	25	Date, time and venue for the opening of bid	This is e-Tendering submission: the bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	September 1, 2018
20		Maximum expected duration of contract	180 calendar days
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Civil Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	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
24		Other Information Related to the ITB	N/A

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
Certificates and Licenses Certificate of Registration of the business; including Articles of Incorporation, or equivalent document if Bidder is not a corporation. (Note: The Bidders that are not registered with the Ministry of Trade in Iraq, shall be required to obtain the certificate of registration for construction activities in Iraq if they are awarded any contracts).		Form B: Bidder Information Form
QUALIFICATION		
Minimum Qualification	Minimum 2 contracts similar nature project (Cash delivery services) implemented over the last 10 years; (For JV/Consortium/Association, all Parties cumulatively	Form D: Qualification Form

	should meet requirement). (For JV/Consortium/Association, all Parties cumulatively should meet requirement). The Lead party must meet the requirement of at least one (1) project, similar in nature	
History of Non- Performing Contracts ¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	List and value of projects performed for the last 7 years, plus client's contact details who may be contacted for further information on those contracts	Form D: Qualification Form
	Statement of Satisfactory Performance from the Top two (2) Clients in terms of Contract Value for similar projects completed within last 7 years	Form D: Qualification Form
Financial Standing	Minimum annual turnover of <u>USD 500,000</u> in any single during the last 5 years (2013-2014-2015-2016-2017). 2018 certified audited financial statement will be considered if the audit report is available.	Form D: Qualification Form
	Current Bank Statement having a balance of minimum <u>USD</u> <u>250,000</u> to undertake the proposed contract.	
	Note: Additionally, UNDP may request other financial documents such as Credit Line Facility, Bank Statements etc. in order to see the bidders' financial soundness (if required).	
	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
	Note: UNDP shall verify the financial capacity of the bidder and has the authority to seek references from concerned parties &	
	banks on the bidder' financial standing.	
	UNDP had the right to reject any bid if submitted by a contractor whom investigation leads to a result that he is not Financially capable and/ or had serious financial problems.	
TECHNICAL EVALUATION	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
FINANCIAL EVALUATION	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.	Form F: Price Schedule Form
	Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership	

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.

	(including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable) Comparison with budget/internal estimates.	
Proposed Staff	The bidder shall submit CVs of the below proposed key personnel: Project Manager (One position) – A minimum of 5 years' work experience in the Financial and Money Transfer related field & must have handled at least 2	Format for CV of Proposed Key Personnel
	projects of similar nature and complexity equivalent to this assignment. CV should be attached. Team Leader (One position)— A minimum of 3 years' work experience in the Financial and Money Transfer related field & must have handled at least 2 projects of similar nature and complexity equivalent to this assignment. CV should be attached.	
Implementation timetable	Implementation timetable as per the requirement;	Bidder should share the project implementation, as a Gantt Chart or any Project Schedule

Terms of Reference

Provision of Cash Delivery Services in Iraq under the Funding Facility for Stabilization Project (FFS) of UNDP Iraq (Mosul)

A. Project Description

The humanitarian context in Iraq has transitioned into a new phase. Although Iraq is currently in a post-conflict landscape after the end of military operations against the Islamic State in Iraq and the Levant (ISIL), there are unpredictable dynamics throughout the country, impacting humanitarian programming. Asymmetric attacks by armed groups continue to be carried out along with small scale military operations, resulting in new displacement and impacting the IDP return rate. In tandem, new sources of instability are also emerging linked to rising poverty rates, delays in community reconciliation, lack of livelihood opportunities, and political and social tensions which cause small-scale new displacement.

Over the last programming cycle, the number of internally displaced persons (IDPs) returning to their areas of origin has reached 4 million, while approximately 2 million remain displaced. Although major efforts are underway to rebuild the country and jumpstart local economies, significant barriers to return endure, including security concerns, fear and trauma; lack of social cohesion; issues related to documentation; lack of livelihoods; and destroyed or damaged housing. As return rates level out, protracted displacement and the sustainability of returnees are concerns which need to be addressed, as a growing number of Iraqis are forced to make increasingly negative or high-risk choices in order to cope. With protracted displacement expected to endure in 2019, humanitarian assistance must continue targeting returnees and remains in newly liberated areas in Iraq.

Therefore, with the objective of providing immediate support to newly liberated areas in Iraq in order to support improved conditions for IDPs to return to their homes, UNDP Iraq and the Government of Iraq agreed to establish the Funding Facility for Stabilization (FFS).

UNDP is seeking the direct procurement of a fiduciary agent to assist in the distribution of cash grants to beneficiaries in the targeted areas — specifically vulnerable women. These grants will contribute in improving their living conditions and meeting their daily basic needs. The project's main objective is to create positive dynamics within the returnee community by helping women returnees to recover and improve their living conditions, which is key to the overall restoration of the normal daily life in the liberated areas, through the provision of cash grants to female returnees within the target areas.

The list of beneficiaries and all related supporting documents will be provided by UNDP to the fiduciary agent. The fiduciary agent is requested to provide each beneficiary (WHH) with a small cash grant of an amount of 500 USD for once (Five Hundred United States dollars). In total 1,000 beneficiaries will receive grants in West Mosul.

B. Objective

In view above, UNDP Iraq intends to contract a Service Provider to deliver cash payments to the beneficiaries. The volume of cash delivery expected is to be USD 500,000 for 6 months period. However, UNDP does not guarantee that the mentioned volume above will be channelled through the service provider.

The list of beneficiaries and all related supporting documents will be provided by UNDP to the service provider. The Service Provider is requested to provide each beneficiary with a small cash grant of an amount of USD = 500 (five hundred United States dollars) based on the size of the family.

While the cash delivery will be used mainly by the FFS Project, other Projects of UNDP can piggyback on the facility specifically for Project locations where the banking system are not yet in placed. However, the maximum amount should not exceed US\$500/- per beneficiary.

For the purpose of giving a clearer understanding and planning by bidders, the below breakdown of money transactions in the following locations of Iraq is presented. The table below represents estimated transactions for the first contract year. The indicated transactions may change based on programmatic needs, availability of funds or other factors:

Location	No. of Beneficiaries	Amount / Beneficiary (US\$)	Amount of Cash to be delivered
	per area	Belleficially (033)	per location
West Mosul	1,000	USD 500	USD 500,000

C. Scope of Services, Expected Outputs and Target Completion

The Service Provider will be expected to:

- Provide cash in US Dollars to the beneficiaries, upon receiving written instructions from UNDP authorized personnel;
 - The cash is expected to be provided, depending on the situation in the selected locations, by adopting one of the two following modalities:
 - a) Beneficiary collects the cash from the local Offices of the service provider
 - b) The service provider will go to the beneficiary to handover the cash.
- Provide the cash, according to the schedule provided by UNDP;
- Ensure prompt provision of cash to the beneficiaries [the cash must be provided in keeping with the timelines that the service provider will specify for the steps noted in the Standard Operating Procedure (SOP) detailed in Annex 3, taking into account the above mentioned two modalities for providing the cash];
- The Contractor will be responsible to provide security to their personnel in each Governorate and ensure that the cash distribution mechanism is properly secured in order to avoid any mishap. UNDP in any way will not be responsible to provide security to the Contractor.
- Provides maximum security protection for the cash to be delivered to the Receiver;
- Establish a schedule for the cash delivery services;
- Prompt delivery of cash notes to the Receiver at all times;
- Monitor and administer all elements of the cash delivery chain, until submission of original cash receipts to UNDP;
- Maintain regular communication with UNDP Iraq FFS team until the completion of each round of cash provision;
- Provide recommendations to UNDP, based on lessons learnt and observations, to improve service delivery, safety and risk reduction of cash operations.
- Provide full supporting documents for providing cash to Beneficiaries (IDs, Receipts and signed Attendance sheet).

D. Institutional Arrangement

- UNDP will request the service provider (through e-mail), at least 72 hours in advance, to provide a determined amount of cash to the selected beneficiaries. UNDP shall provide the service provider names of UNDP personnel authorized by its Management to issue instructions about the provision of cash.

- The service provider must demonstrate operational capacity to access the site, and provide the cash adopting either of the following modalities, depending on the situation in the selected location:
 - a) Beneficiary collects the cash from the local Offices of the service provider
 - b) The service provider will go to the beneficiary to handover the cash.
- The service provider will provide the cash to the beneficiaries based on the instructions provided by UNDP.
- The service provider must complete the Cash Receipt Certificate for each beneficiary. A copy of this format is attached herewith as Annex 2.
- The request for cash disbursement sent to the service provider will include the following:
 - the name of the beneficiary, the Identity Card number and the phone number of the beneficiary, as well as the exact amount to paid and the currency;
- The service provider must verify the identity of the beneficiary by checking the Identity Card details;
- Upon verification of the beneficiary identity the service provider will pay the beneficiary the amount and currency specified in the request for cash provision from UNDP;
- Each individual (beneficiary) will sign/provide fingerprint against the beneficiary name on the payment list and against the amount received. No other individual can accept/sign/fingerprint on behalf of the beneficiary.
- The service provider will send the soft copy of the Cash Receipt Certificate to UNDP, signed/fingerprinted by the beneficiary and stamped by the service provider, within the stipulated time period mentioned in SOP (Table 1), confirming the provision of cash to the beneficiary as request by UNDP.
- UNDP will pay the service provider, through the Electronic Bank Transfer system to the bank account of the service provider the exact amount provided in addition to the management fees due, within 5 working days, upon receiving the services provider's original invoice supported by the following:
 - o The list of cash grants made by the service provider.
 - For each round of cash grant provision, the original Cash Receipt Certificate along with a copy of relevant instructions from UNDP must be attached to the services provider invoice.

E. Reporting

- The Contractor advises UNDP-Iraq, FFS focal person in writing on the cash delivery services successfully performed by the Contractor, within 2 days of the cash delivery date. The notification should contain the following information:
 - i. Name of beneficiary (authorized personnel under the respective entity),
 - ii. The amount of cash money delivered and the currency,
 - iii. Status of Delivery (delivery is successful or failed, advise reasons if failed), and
 - iv. Original Cash Receipt Certificate signed and acknowledged by the Contractor and Authorized personnel under the beneficiaries.

The Contractor shall submit to UNDP-Iraq regular reports on the cash delivery services carried on monthly basis. Such reports must include amount of cash delivered, clients or beneficiaries, and commissions paid by UNDP-Iraq or due for the reporting period. UNDP may request the Contractor to occasionally provide same reports or other reports in different format whenever required.

In addition to financial related reporting noted in the section above, which provides confirmation of each cash delivery completed, UNDP FFS Livelihoods team has the right at any time to request the service provider to provide additional information and relevant supporting documents for verification purposes anytime.

F. Personnel Required

- The services provider shall assign adequate personnel to provide the services required in an efficient and professional manner.
- The service provider shall assign at least two focal points:
 - a) a senior focal point (decision maker) responsible for overall contract coordination, including timely decisions in times of emergency and liaising with FFS Project Team in case of major issues;
 - b) a technical focal point to coordinate with UNDP Iraq FFS Project Team on regular basis the performance of duties and responsibilities under this Contract. The technical focal point shall represent the service provider by attending all meetings with UNDP Iraq FFS Project team and as relevant undertake written communication with UNDP Iraq FFS project team.
- The services provider personnel must have the required financial/accounting experience, good communication skills and be familiar with the Microsoft Office Applications (Word and Excel).

G. Others

- The service provider undertakes sole responsibility for taxes and any other charges of public nature, which are or may be assessed in future against the service provider.
- UNDP will not be responsible for the loss of any money during the process of providing same, and the service provider shall be solely responsible in respect of any insurance coverage, which may be required to protect against such loss. The service provider will honor all payment obligations regardless of the loss circumstances, provided such obligations are in the custody of the Service Provider, at the time of the loss.
- Personnel acting on behalf of the service provider shall not be entitled for any benefit, payment, compensation or entitlement except for as provided to the service provider by this agreement.
- The services rendered by the service provider must be performed in full consideration of the need for confidentiality.
- The service provider shall in discussion with UNDP, agree when to meet and discuss issues of mutual concern, to review the performance of services and to discuss improvements which the service provider or UNDP should make in order to achieve more effective services and greater savings.
- The services rendered by the Contractor must be performed in full consideration to the confidentiality and secrecy.

H. Quality Control Mechanism

- The service provider shall establish and operate, to monitor on a regular and continuous basis, the quality of services provided to UNDP. These procedures shall include a self-inspection system covering all the services to be performed under the Contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service provided to UNDP.
- UNDP shall be notified immediately of any deficiencies found and corrective action taken.
- The service provider warrants that the personnel assigned to handle the provision of cash for UNDP shall have a strong financial knowledge and experience and shall regularly trained to be kept up to date.
- Personnel acting on behalf of the service provider shall not be entitled for any benefit, payment, compensation or entitlement except for as provided to the service provider by this agreement.
- The services rendered by the service provider must be performed in full consideration of the need for confidentiality.

I. RESPONSIBILITIES OF UNDP

- UNDP shall assign its own personnel as the focal points for UNDP in carrying out transactions with the service provider.
- Reimbursement of payments by UNDP including management fees will take place within 5 working days upon receipt of the original payment request.

J. Duration of the required Services

- The contract will be issued for Six months and with the option for renewal upon need depending on the service provider's satisfactory performance or UNDP's requirement at the discretion of UNDP;
- Notwithstanding the preceding paragraph, UNDP reserves the right to terminate the contract at any time:
 - On one-month notice in the event of change of controlling ownership of the service provider or in the event the service provider fails to maintain the performance and service standards set forth in the contract; or
 - o Immediately in the event of the service provider entering into liquidation, whether compulsory or voluntary, or enters into receivership or bankruptcy; or
 - Immediately in the event of loss/withdrawal of official license or permit to perform the services.
- If the service provider suspends or terminates (prior to contract end date) the cash delivery services, the service provider shall likewise notify in writing the Head of UNDP Iraq office one month in advance.

K. Performance Evaluation and Review

- The service provider shall in discussion with UNDP agree when to meet and discuss issues of mutual concern, to review the performance of services and to discuss improvements which the service provider or UNDP should make.

M. Audits and Investigations

- Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
- The UNDP shall be entitled to a refund from the service provider for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses; the service provider shall reimburse such funds forthwith.
- Where the service provider fails to reimburse such funds, UNDP reserves the right to seek recovery and/or take any other action as it deems necessary.
- The service provider acknowledges and agrees that, at any time, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the service provider generally. The right of UNDP to conduct an investigation and the service provider's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract.
- The service provider shall provide its full and timely cooperation with any such inspections, post payment audits or investigations. Such cooperation shall include, but shall not be limited to, the service provider 's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the service provider 's premises. The service provider shall require its agents, including, but not limited to, the

- service provider 's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.
- In the event that the service provider agrees with the results of any audit then the service provider shall reimburse the relevant funds as soon as reasonably possible. In the event that the service provider is not in agreement with any or all elements of any such audit report, then the matter shall be dealt with in accordance with General conditions of contracts for services.

Section 5b: 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: [check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]

Delivery Term [INCOTERMS 2010]	N/A
(Pls. link this to price schedule)	
Exact Address of Delivery/Installation Location	Mosul, Iraq
Mode of Transport Preferred	N/A
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Customs, if required, clearing shall be done by:	N/A
Ex-factory / Pre-shipment inspection	N/A
Inspection upon delivery	N/A
Installation Requirements	N/A
Testing Requirements	N/A
Scope of Training on Operation and Maintenance	N/A
Commissioning	N/A
Warranty Period	N/A
Local Service Support	N/A
Technical Support Requirements	N/A
After-sale services Requirements	N/A
Payment Terms	As indicated in Section 5a: Schedule of Requirements and Technical Requirements
Conditions for Release of Payment	For interim payments: 1) Approved Requests for Inspections from the supervision. 2) Approval from UNDP's representative on the whole process. 3) Upon receipt of Certificate of payment.
All documentations, including catalogues, instructions and	English; and/or
operating manuals, shall be in this language	Arabic

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 (Mandatory)	
Form B: Bidder Information Form	
Form C: Joint Venture/Consortium/ Association Information Form	
Form D: Qualification Form (Mandatory)	
Form E: Format of Technical Bid (Mandatory)	
From G: Form of Bid Security (Mandatory)	
From G.1: Bid Security Confirmation	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

Price Schedule:

Form F: Price Schedule Form duly signed and stamped (Mandatory)		

Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB-174-19 - Provision of Cash Delivery Services	for Won	nen-Headed Household
	in Mosul Governorate		

We, the undersigned, offer for **Provision of Cash Delivery Services for Women-Headed Household in Mosul Governorate** in accordance with your Invitation to Bid No. **ITB-174/19** 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 postemployment 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:	
Date:	
Signature:	

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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] Email: [Complete]
Are you a UNGM registered vendor?	☐ Yes ☐ No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	☐ Yes ☐ 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) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[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:

- Company Profile, including printed brochures and product catalogues relevant to the goods and/or services being procured
- Certificate of Incorporation/ Business Registration;
- License to operate in the country (Interested firms must have appropriate permission/registration from relevant Government body to operate in Country.
- List and value of projects performed for the last 10 years, plus client's contact details who may be contacted for further information on those contracts;
- Statement of Satisfactory Performance from the Top two (2)
 Clients in terms of Contract Value on similar works;
- CVs of the proposed key personnel;
 - Project Manager (One position)— A minimum of 5 years'
 work experience in the Financial and Money Transfer
 related field & must have handled at least 2 projects of
 similar nature and complexity equivalent to this
 assignment. CV should be attached.
 - Team Leader (One position)— A minimum of 3 years' work experience in the Financial and Money Transfer related field & must have handled at least 2 projects of similar nature and complexity equivalent to this assignment. CV should be attached.
- Implementation timetable as per the requirement;
- Last five years Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past five years (2013, 2014, 2015, 2016 & 2017) and 2018 - if available
- Current Bank Statement having a balance of minimum USD 250,000 to undertake the proposed contract.
- List and value of ongoing projects together with completion ratio with UNDP and other national/multi-national organizations.
- 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 (including Implementation plan and Technical compliance sheet)
- Form F: Price Schedule Form.
- Form G Bid Security in the amount of **USD 8,000**

Form C: Joint Venture/Consortium/Association Information Form

	e of Bidder:	[Insert Name of Bi	dder]		Date:	Select date
TB re	TB reference: ITB-174-19 - Provision of Cash Delivery Services for Women-Headed Household in Mosul Governorate					
o be	completed and	returned with your B	id if the Bid is sub	mitted as a Jo	int Vent	ure/Consortium/Associat
No		ner and contact info			e of go	ion of responsibilities (in ods and/or services to be erformed
1	[Complete]			[Complete]	
2	[Complete]			[Complete]	
3	[Complete]			[Complete]	
awar	ded, during cor	event a Contract is atract execution) opy of the below ref	[Complete]	nt signed by e	very pa	tner, which details the li
awar /e ha	ded, during cor	ntract execution) opy of the below ref	erenced docume			tner, which details the li
awar /e ha gal s	ded, during cor ave attached a c tructure of and	ntract execution) opy of the below ref	erenced docume oint and severabl	e liability of th	ne memb	
awar /e ha gal s] Lett /e he	ded, during cor eve attached a c tructure of and ter of intent to the ereby confirm the	ntract execution) opy of the below ref the confirmation of j form a joint venture	erenced docume oint and severabl OR awarded, all par	e liability of the JV/Consortium ties of the Jo	ne memb m/Assoc int Vent	pers of the said joint vent iation agreement ure/Consortium/Associa
awar /e ha gal s Lett /e he	ded, during cor eve attached a c tructure of and ter of intent to the ereby confirm the	opy of the below ref the confirmation of j form a joint venture	erenced docume oint and severabl OR awarded, all pare of the fulfillment	e liability of the JV/Consortium ties of the Jo	ne memb m/Assoc int Vent	pers of the said joint vent iation agreement ure/Consortium/Associa
/e hargal s Lett /e henall b	ded, during cor ave attached a c tructure of and ter of intent to t ereby confirm the jointly and se e of partner:	opy of the below ref the confirmation of j form a joint venture	erenced docume oint and severabl OR awarded, all pare P for the fulfillme	e liability of the JV/Consortium ties of the Joent of the prome of partner:	m/Assocint Vent	pers of the said joint vent iation agreement ure/Consortium/Associa
e ha gal s l Lett l'e he nall b	ive attached a contructure of and ter of intent to foreign the pointly and see of partner:	opy of the below ref the confirmation of j form a joint venture hat if the contract is verally liable to UND	erenced docume oint and severabl OR awarded, all pare P for the fulfillme Nam Sign	e liability of the JV/Consortium ties of the Joent of the prome of partner:	m/Assocint Vent	pers of the said joint vent iation agreement ure/Consortium/Associant the Contract.
Jettle Handle Ha	ive attached a contructure of and ter of intent to foreign the pointly and see of partner:	opy of the below ref the confirmation of j form a joint venture hat if the contract is verally liable to UND	erenced docume oint and severabl OR awarded, all pare P for the fulfillme Nam Sign Date	e liability of the JV/Consortium ties of the Joent of the prome of partner:	m/Assocint Vent	pers of the said joint vent iation agreement ure/Consortium/Associa if the Contract.

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Date: ______ Date: _____

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB-174-19 - Provision of Cash Delivery Services in Mosul Governorate	s for Wo	men-Headed Household

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

□Non-performing contracts did not occur during the last 3 years						
☐ Contract	☐ Contract(s) not performed in the last 3 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)

☐ No litigation history for the last 3 years					
☐ Litigation	n History as indicate	d below			
Year of	Amount in	Contract Identification	Total Contract Amount		
dispute	dispute (in US\$)		(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 3 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.

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 2013	USD		
	Year 2014	USD		
	Year 2015	USD		
	Year 2016	USD		
	Year 2017	USD		
	Year 2018	USD	if available	
Latest Credit Rating (if any), indicate the source				

Financial information (in US\$ equivalent)	Historic information for the last 5 years					
	2013	2014	2015	2016	201	
		Info	rmation from Bala	ınce Sheet		
Total Assets (TA)						
Total Liabilities (TL)						
Current Assets (CA)						
Current Liabilities (CL)						
		Inform	nation from Incom	e 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:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) 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:	ITB-174-19 - Provision of Cash Delivery Services in Mosul Governorate	for Won	nen-Headed Household

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. Top (three or more) Projects implemented during the last 10 years:

Project Description	Client	Amount in US\$	Year of Completion	% Completed	Performance Evaluation

1.2. Current on-going commitments (if any with UNDP & Other Clients);

Project Description	Client Name	Amount in US\$	Completion Ratio	Anticipated date of Completion

SECTION 2: Scope of Supply, Technical Specifications, and Related Services

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

2.1 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

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.

Description	Yes/No	If Yes, please provide details
Please confirm if any part of the works will be subcontracted		

2.3 Contractor Local Presence:

Office Address Location	Tel	Number of staff

2.4 Acceptance of ITB Requirements

Requirements	Bidder response (Yes/No)
Minimum of 3 years' experience in similar services	
We hereby confirm that we will not be engaged in activities related to money laundering	
We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.	
Bid Validity 120 days	

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	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
	[Insert]
Professional certifications	 [Provide details of professional certifications relevant to the scope of goods and/or services] Name of institution: [Insert] Date of certification: [Insert]
Employment Record/ Experience	[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.]
	[Insert]
References	[Provide names, addresses, phone and email contact information for two (2) references] Reference 1: [Insert]
	Reference 2: [Insert]

y knowledge and belief, the data provided above correctly
other relevant information about myself.

Date (Day/Month/Year)

FORM F: Price Schedule Form

Name	of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB ref	erence:	ITB-174-19 - Provision of Cash Delivery Services in West Mosul Governorate	for Won	nen-Headed Household

The grand total prices should be added to the system, this form should be filled in properly signed/stamped and uploaded in the system.

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include all related services to be provided.

Management fees proposed by the Bidder hereunder shall be a percentage (%) of the cash money to be provided at the location specified. Beneficiary collects the cash from the local Offices of the service provider.

Description of Services (A)	Management fee percentage (%) for cash collected directly by the beneficiaries at the local offices of the Service Provider (B)	Management Fee percentage (%) for cash delivery to the beneficiaries at the required destinations as per TOR (C)
Amount USD 500,000.00		

Name of Bidder:	
Authorised signature:	
Name of authorised signatory:	
Functional Title:	

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 (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 Ba	ank			

[Stamp with official stamp of the Bank]

FORM G.1: Template for Bid Security Confirmation

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

Name of	Bidder:	[Insert Name of Bidder]		Date:	Select date	
ITB refer	ence:	ITB-174-19 - Provision of in West Mosul Governo	of Cash Delivery Services or prate	for Won	nen-Headed Househo	ld
To: Th	ne Procurem	ent Entity, UNDP, Iraq				
Dear Sir/N	/ladam:					
figure US\$ to our offe	er for in acco	, in words US\$	nave submitted and attacl) v ion to Bid. We are hereby equired by UNDP:	vith the	E-Tendering portal in	regard
	 Name of i Email add Telephon 	ssuing person: ress: e number:				
We also h	ereby declar	e that:				
a) b)	misrepres duration.	entation/fake submission	Bid Security is correct and in it may lead towards the original bid security to	our dis	qualification for pern	nanent
Yo	ours sincerel	γ,		<u>STAMP</u>	OF THE COMPANY	
Signature:						
Name:						
Title: Date:						