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INVITATION TO BID

Construction of Mechanical Biological Treatment Plant in Gaziantep/Turkey

ITB No.: UNDP-TUR-ITB(MC2)-2019/08

Project: Turkey Resilience Project in Response to the Syria Crisis; Municipal Service
Delivery

Country: Turkey

Issued on: 5 August 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/Bill of Quantities
 - o Form G: Form of Bid Security

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.

Please acknowledge receipt of this ITB by sending an email to tr.procurement@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering 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



Procurement Officer

Date: **August 5, 2019**

Approved by:



Assistant Resident Representative (Operations)

Date: **August 5, 2019**

SECTION 2. INSTRUCTION TO BIDDERS

GENERAL PROVISIONS	
1. 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>
2. Fraud & Corruption, Gifts and Hospitality	<p>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</p> <p>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.</p> <p>2.3 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>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</p>
3. Eligibility	<p>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.</p> <p>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.</p>

4. Conflict of Interests	<p>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:</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>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.</p> <p>4.3 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>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.</p>
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B. PREPARATION OF BIDS

5. General Considerations	<p>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.</p> <p>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.</p>
6. Cost of Preparation of Bid	<p>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.</p>
7. Language	<p>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.</p>
8. Documents Comprising the Bid	<p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p>

	<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.
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	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>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.</p> <p>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.</p> <p>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.</p>
11. Price Schedule	<p>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.</p> <p>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.</p>
12. Bid Security	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</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.
13. Currencies	13.1 All prices shall be quoted in the currency or currencies indicated in the BDS.

	<p>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.
14. Joint Venture, Consortium or Association	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>14.5 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>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</p> <p>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.</p>
15. Only One Bid	<p>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.</p> <p>15.2 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

	<ul style="list-style-type: none"> 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	<p>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.</p> <p>16.2 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>
17. Extension of Bid Validity Period	<p>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.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>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.</p>
18. Clarification of Bid (from the Bidders)	<p>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.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>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.</p>
19. Amendment of Bids	<p>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.</p> <p>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.</p>
20. Alternative Bids	<p>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.</p>

	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 OPENING OF BIDS	
22. Submission	<p>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.</p> <p>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.</p> <p>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.</p>
Hard copy (manual) submission	<p>22.4 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>22.5 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>22.6 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>

23. Deadline for Submission of Bids and Late Bids	<p>23.1 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 and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 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>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"</p> <p>24.3 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>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.</p>
25. Bid Opening	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>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.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>

D. EVALUATION OF BIDS

26. Confidentiality	<p>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.</p> <p>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.</p>
27. Evaluation of Bids	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> 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

	<p>b) Evaluation of prices</p> <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>
28. Preliminary Examination	<p>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.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 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.
30. Evaluation of Technical Bid and prices	<p>30.1 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>
31. Due diligence	<p>31.1 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 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	<p>32.1 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>32.2 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>32.3 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>
33. Responsiveness of Bid	<p>33.1 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>33.2 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>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 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>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.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> 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. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Bids	<p>35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p>
36. Award Criteria	<p>36.1 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.</p>

37. Debriefing	37.1 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.
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 award letter, the successful Bidder shall sign the Contract. 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 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.
42. Bank Guarantee for Advanced Payment	42.1 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 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
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 affected 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 UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-

	and-sanctions.html
46. Other Provisions	<p>46.1 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>46.2 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>46.3 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 civil 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.
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	<p>Will be Conducted</p> <p>Time: 10:00 am (GMT +3, Local time-Turkey)</p> <p>Date: August 28, 2019</p> <p>Venue: Gaziantep Katı Atık Düzenli Depolama Alanı Gaziantep/ Turkey</p> <p>Following the pre-bid conference, site visit will also be conducted with the participants of the pre-bid conference in order to examine the Site of Work and its surroundings. Bidders are strongly advised to participate the pre-bid conference and site visits to obtain information that may be necessary for preparing the bid. The costs of participation to pre-bid conference and site visit are at the bidder's own expense.</p> <p>The UNDP focal point for the arrangement is:</p> <p>Ersin Dağdur</p> <p>E-mail: ersin.dagdur@undp.org</p>
5	16	Bid Validity Period	90 calendar days starting from the submission deadline
6	12	Bid Security	<p>Required in the amount of USD 100,000</p> <p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> Bank Guarantee (See Section 6; Form G for template) <p>Bid Securities will be returned to all bidders upon signature of contract with the successful Bidder.</p>
7	42	Advanced Payment upon signing of contract	<p>20 % of contract value</p> <p>Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at;</p> <p>https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20</p>

			Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
8	43	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Percentage of contract price per week of delay: 0.5 %</p> <p>Max. number of weeks of delay is 20, after which UNDP may consider terminating the contract.</p> <p>Non-performance damages as stipulated by Section 5b of this ITB.</p>
9	41	Performance Security	<p>The successful bidder will be asked to provide a performance security of 10% of the amount of the contract at the signing of the contract. This security must be provided no later than 15 calendar days after the bidder receives the award letter by the UNDP. If the selected bidder fails to provide such a security within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.</p> <p>The Performance Security must be issued by an accredited bank, in the format included in Appendix I to UNDP General Conditions of Contract for Civil Works and must be valid up to twenty-eight calendar days after issuance of the Certificate of Final Completion. The Performance Security will only be released upon the issuance of Certificate of Final Completion in accordance with the Clause 10 of the UNDP General Conditions of Contract for Civil Works.</p>
10	13	Currency of Bid	United States Dollar
11	18	Deadline for submitting requests for clarifications/ questions	10 calendar days before the submission deadline
12	18	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Ersin Dagdur</p> <p>Address: Yıldız Kule, Yukarı Dikmen Mah. Turan Güneş Blv. No:106 06550, Çankaya/Ankara Turkey</p> <p>E-mail address: tr.procurement@undp.org</p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<p>Direct communication to prospective Proposers who have submitted their intention to submit a proposal, by email and Posting on the websites;</p> <p>www.tr.undp.org</p> <p>www.undp.org</p> <p>www.ungm.org</p> <p>www.devbusiness.com</p>
14	23	Deadline for Physical Submission of Bids to UNDP Premises at 16 th floor of Yıldız Kule	September 16, 2019; 2:00 pm (GMT +3, Local time-Turkey)

15	22	Allowable Manner of Submitting Bids	<p>Courier/Hand Delivery</p> <p>The bidders shall make all arrangements and controls to ensure that their bidders are physically delivered to UNDP, address of which is given in this ITB by the stated deadline. The bidders are free to make arrangements either for physical dispatch of their bids or through courier companies, at their own risk. UNDP shall not be responsible for any late physical delivery of the bids to UNDP due to potential delays in courier companies, working/non-working days, official holidays, strikes, etc. Physical dispatch of the bids to UNDP will be accepted on working hours of UNDP Country Office, 9:00 to 17:30 (GMT +3, Local time-Turkey).</p> <p>The bidders shall be acknowledged that the bids shall be submitted to the information desk of UNDP CO located at 16th floor of the building, submission time to this desk will be considered in case of late delivery of the bids. The bidders shall be aware that there is a registration desk at the main gate of the building, that shall be considered for timely submission of the bids.</p>
16	22	Number of copies of Bid	<p>Original: 1</p> <p>Copies: 1</p> <p>Electronic Copy (CD or USB stick); including scanned copy of the original bid and priced price schedule/BoQ in excel format</p>
17	22	Bid Submission Address	<p>United Nations Development Programme</p> <p>Turkey Resilience Project in Response to the Syria Crisis</p> <p>Yıldız Kule 16th Floor, Yukari Dikmen Mah. Turan Güneş Blv. No:106 06550, Çankaya/Ankara Turkey</p> <p>UNDP-TUR-ITB(MC2)-2019/08</p>
18	22	Electronic submission (email or eTendering) requirements	Not applicable
19	25	Date, time and venue for the opening of bid	<p>Date and Time: September 16, 2019; 3:00 pm (GMT +3, Local time-Turkey)</p> <p>Venue: United Nations Development Programme</p> <p>Turkey Resilience Project in Response to the Syria Crisis</p> <p>Yıldız Kule, Yukarı Dikmen Mah. Turan Güneş Blv. No:106 06550, Çankaya/Ankara</p>
20	27, 36	<p>Evaluation Method for the Award of Contract</p> <p>Award Criteria</p>	<p>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 "total cost of ownership"</p> <p>Total cost of ownership (TCO) will be calculated as follows;</p> <p>$TCO = \text{Total Price} + 10 \text{ years} \times (\text{Annual Cost for total net electric power consumption})$</p> <p>Total price will be the contract price as per the Form F Price Schedule Form</p> <p>Annual Cost for total net electric power consumption is the commitment of the bidder provided as part of bidder's technical bid. (Form E)</p>

21		Expected date for commencement of Contract	<i>October 14, 2019</i>
22		Maximum expected duration of contract	<p>450 calendar days, starting from the date on which the Contractor will be given Access to the Site and receive a notice from the UNDP Engineer to commence the Works and ending on the date of substantial completion of Works stated in the Certificate of Substantial Completion. In 450 calendar days, the Contractor is expected to complete design, construction and trial operation of the MBT plant as per Section 5A Schedule of Requirements and Technical Specifications/Statement of Works and Clause 46 of UNDP General Conditions of Contract for Civil Works.</p> <p>As stated in the General Conditions of Contract for Civil Works, clause 47.1; "Defects Liability Period" is 12 months calculated from the date of completion of the Works stated in the Certificate of Substantial Completion issued by the UNDP Engineer.</p>
23	35	UNDP will award the contract to:	One bidder only
24	40	Type of Contract	<p>Contract for Civil Works</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
25	40	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Works</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
26	44	Payment Provisions	<p>Pricing Structure;</p> <p>The contract is fixed-lump sum price, and The price is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.</p> <p>Payment Terms;</p> <p>Following signature of the contract, 20 % advance payment shall be affected to the Contractor upon submission of the "advance payment guarantee" in the format stipulated in this ITB.</p> <p>The Contractor shall submit invoices for the completed works every month, payment conditions are indicated in detail in Form F Price Schedule Form.</p> <p>UNDP shall affect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may affect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt.</p> <p>Invoices will be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.</p> <p>Currency of Payment;</p> <p>If the Contractor is registered and operating in Turkey, the payment shall be realized in Turkish Liras (TRY). Payment amount will be converted from United States Dollar (USD) to</p>

			Turkish Liras (TRY) by the UN operational rate of exchange ¹ valid on the date of money transfer. Otherwise, the payments shall be affected in United States Dollar.
27		Taxation	UN and its subsidiary organs are exempt from all taxes. Therefore, bidders shall prepare their Bids excluding Value Added Tax (VAT). It is the Bidder's responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT Law, Ministry of Finance's General Communiqués. The Contractor to be selected shall not be entitled to receive any amount over its Bid price in relation to VAT, Special Consumption Tax and any other applicable taxes.
28		Additional Information	It is noted that the awarding of the contract is subject to the condition of official extension of the "Turkey Resilience Project in Response to the Syria Crisis" by the donor, which does not modify the content and elements of the procurement procedure. If the precedent condition is not met, UNDP will either abandon the procurement or cancel the award procedure without the bidders being entitled to claim any compensation. In case of official approval of the project time extension is received during the period of tender announcement, UNDP shall issue an official amendment at the websites given in line 13 of BDS. The official extension of the project is expected by the end of September 2019.

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 and provided format, 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 individually, unless otherwise specified.

¹ Available at the website: <https://treasury.un.org/operationalrates/OperationalRates.php#E>

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	<ul style="list-style-type: none"> Power of Attorney Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country 	Form B: Bidder Information Form
QUALIFICATION		
History of Non-Performing Contracts²	Non-performance of a contract did not occur as a result of contractor default for the last 3 years. (reference period to be taken into account: from September 16, 2016 to September 16, 2019)	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years. (reference period to be taken into account: from September 16, 2016 to September 16, 2019)	Form D: Qualification Form
Previous Experience	Minimum five years of relevant experience.	Form D: Qualification Form
	<p>The Bidder must have successfully completed minimum one contract on construction of a mechanical biological (waste) treatment plant, and a minimum value of USD 8,000,000 over the last five years. (reference period to be taken into account: from September 16, 2014 to September 16, 2019)</p> <p>(For JV/Consortium/Association, all Parties cumulatively should meet requirement)</p>	Form D: Qualification Form
	<p>The Bidder must have successfully completed minimum two contracts on supply, installation, manufacturing and/or construction of an anaerobic digester (for biodegradable fraction of mixed municipal waste) having a minimum capacity of minimum 20,000 tonnes per year over the last five years. (reference period to be taken into account: from September 16, 2014 to September 16, 2019)</p> <p>(For JV/Consortium/Association, all Parties cumulatively should meet requirement)</p>	Form D: Qualification Form

² 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.

Financial Standing	<p>Minimum average annual turnover of USD 18,000,000 for the last 3 years. (2016, 2017, 2018) (The amount of business done in a year, income generated from on-going works and income generated from works undertaken shall be considered as part of the turnover)</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>The bidder shall demonstrate, by a bank statement from his/her bank that s/he has available or has access to liquid assets, lines of credit or other financial means for the contract of not less than USD 2,000,000.</p> <p>The bidder should provide evidence of secured financing in form of cash, secured irrevocable credit line granted by a bank or other acceptable form of funds. The evidence shall clearly demonstrate the financing is available for the concerned contract.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
Technical Evaluation	<p>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.</p>	Form E: Technical Bid Form
Financial Evaluation	<p>Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.</p> <p>Price comparison shall be based on the fixed price.</p> <p>Financial evaluation shall be based on the total cost of ownership calculated in accordance with the following formula.</p> <p>$TCO = \text{Total Price} + 10 \text{ years} \times (\text{Annual Cost for total net electric power consumption})$</p> <p>Total price will be the contract price as per the Form F Price Schedule Form</p> <p>Annual Cost for total net electric power consumption is the commitment of the bidder provided as part of bidder's technical bid. (Form E)</p>	Form F: Price Schedule Form

SECTION 5A: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS/STATEMENT OF WORKS

The schedule of requirements and technical specifications/statement of works consist of the following subsections. These subsections are enclosed to this ITB and will form integral part of the Contract.

Subsection 1 Introduction and Existing Conditions

Subsection 2 Design Basis

Subsection 3 Facility Description

Subsection 4 General Requirements for the Execution and Completion of the Works

Subsection 5 Technical Specifications of Treatment Facilities

Subsection 6 Earth Works, Pipe Works and Ground Improvement

Subsection 7 Concrete and Steel Works

Subsection 8 Mechanical Works

Subsection 9 Electrical Works

Subsection 10 Building Works

Subsection 11 Roads, Landscaping and Fences

Subsection 12 Training, Operation Supervision and Maintenance

Subsection 13 Drawings

SECTION 5B: OTHER RELATED REQUIREMENTS

Further to the SECTION 5A: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfilment of the requirements:

Commencement of work	The Contractor shall commence work at the date on which it shall have been given access to the Site and received the notice to commence from the Engineer
Time for completion of the Works	450 calendar days from the date on which the Contractor shall have been given access to the Site and received the notice to commence from the Engineer until the date of substantial completion
Time limit for submission of Programme of Work (Clause 13 of UNDP General Conditions of Contract for Civil Works)	The Contractor shall submit to the Engineer the Programme of Work in 7 calendar days from the contract signature date.
Repayment amortisation of advance payment	The amounts of the invoices shall be subject to a deduction of 20 % the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
Currency of Payment	United States Dollar If the Contractor is registered and operating in Turkey, the payment shall be realized in Turkish Liras (TRY). Payment amount will be converted from United States Dollar (USD) to Turkish Liras (TRY) by the UN operational rate of exchange ³ valid on the date of money transfer. Otherwise, the payments shall be affected in United States Dollar.
Insurance of work	For all risks stipulated by Clause 21 of UNDP General Conditions of Contract for Civil Works for the 110 % of the total estimated price of the Contract.
Insurance Against Accident, etc., to Workmen	For all risks stipulated by Clause 24 of UNDP General Conditions of Contract for Civil Works Minimum amount of insurance for personnel a) in case of death, USD 250,000 b) in case of injuries USD 100,000
Minimum amount of liability insurance (Clause 23 of UNDP General Conditions of Contract for Civil Works)	USD 500,000 per occurrence with unlimited number of occurrences.

³ Available at the website: <https://treasury.un.org/operationalrates/OperationalRates.php#E>

Terms and Conditions for Design	<p>The Contractor shall carry out, and be responsible for, the design of the Works. Design shall be prepared by qualified designers who are engineers or other professionals who comply with the criteria stated in the statements of works/technical specifications.</p> <p>The Contractor warrants that he, his designers and design Subcontractors have the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Engineer at all reasonable times, until the expiry date of the relevant Defects Liability Period.</p> <p>Upon contract signature, the Contractor shall scrutinise the statements of works/technical specifications. Within 7 calendar days, calculated from the contract signature date, the Contractor shall give notice to the Engineer of any error, fault or other defect found in the the statements of works/technical specifications.</p> <p>After receiving this notice, the Engineer shall determine whether Clause 48 of General Conditions shall be applied and shall give notice to the Contractor accordingly. If and to the extent that (taking account of cost and time) an experienced contractor exercising due care would have discovered the error, fault or other defect when examining the Site and the the statements of works/technical specification before submitting the bid, the Time for Completion shall not be extended and the Contract Price shall not be adjusted.</p>
Engineer	A supervision company will be assigned by UNDP to administer the Contract together with the UNDP project team, the name and address will be notified in writing to the Contractor.
Substantial Completion (Clause 46 of UNDP General Conditions of Contract for Civil Works)	Prior to issuance of Certificate of Substantial Completion, the whole of the Works shall have satisfactorily passed any test on completion including trial operation requirements and performance tests as per Schedule of Requirements and Technical Specifications / Statement of Works.

Tests on completion	<p>Test after completion will be performed following the substantial completion of works in accordance with Section 5A Subsection 4, Article 4.16 of Schedule of Requirements and Technical Specifications / Statement of Works.</p> <p>The Contractor shall carry out the Tests on Completion after providing As-Built Documents, Operation and Maintenance Manuals.</p> <p>The Contractor shall give to the Engineer not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 calendar days after this date, on such day or days as the Engineer shall instruct.</p> <p>Tests on Completion shall be carried out in the following sequence:</p> <ul style="list-style-type: none"> (a) pre-commissioning tests, which shall include the appropriate inspections and functional tests to demonstrate that each item of Plant can safely undertake the next stage, (b); (b) commissioning tests, which shall include the specified operational tests to demonstrate that the Works can be operated safely and as specified, under all available operating conditions; and (c) trial operation, which shall demonstrate that the Works perform reliably and in accordance with the Contract. <p>During trial operation, when the Works are operating under stable conditions, the Contractor shall give notice to the Engineer that the Works are ready for any other Tests on Completion, including performance tests to demonstrate whether the Works conform with criteria specified in the Schedule of Requirements and Technical Specifications / Statement of Works. and with the Schedule of Guarantees.</p> <p>Any product produced by the Works during trial operation shall be the property of the Final Beneficiary.</p> <p>Retesting</p> <p>If the Works fail to pass the Tests on Completion and the Engineer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.</p>
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<p>Failure to Pass Tests on Completion</p>	<p>If the Works fail to pass the Tests on Completion after retesting, the Engineer shall be entitled to:</p> <ul style="list-style-type: none"> (a) order further repetition of Tests on Completion; (b) if the failure deprives the Employer of substantially the whole benefit of the Works, reject the Works (as the case may be), in which event the Employer shall have the same remedies as are provided in Sub-Clause 47.4 of UNDP General Conditions of Contract for Civil Works; or (c) issue a Certificate of Substantial Completion, if the Employer so requests. <p>In the event of sub-paragraph (c), the Contractor shall then proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before Certificate of Substantial Completion is issued, or (ii) determined and paid according to Clause 48 of UNDP General Conditions of Contract for Civil Works.</p>
<p>Non-Performance Damages to be applied for total net electric power consumption</p>	<p>Net electric power of the facility will be recorded for one-year defect liability period.</p> <ul style="list-style-type: none"> • If one-year electricity consumption of the facility exceeds the commitment of the contractor (submitted with the technical bid) less than 2 % in terms of kwh/year, a liquidated damage of 1 % of the contract price will be imposed. • If one-year electricity consumption of the facility exceeds the commitment of the contractor (submitted with the technical bid) more than 2 % less than 4 %, a liquidated damage of 2 % of the contract price will be imposed. • If one-year electricity consumption of the facility exceeds the commitment of the contractor (submitted with the technical bid) more than 4 % less than 6 %, a liquidated damage of 3 % of the contract price will be imposed. • If one-year electricity consumption of the facility exceeds the commitment of the contractor (submitted with the technical bid) more than 6 % less than 8 %, a liquidated damage of 4 % of the contract price will be imposed. • If one-year electricity consumption of the facility exceeds the commitment of the contractor (submitted with the technical bid) more than 8 % less than 10 %, a liquidated damage of 5 % of the contract price will be imposed. <p>The non-performance damages will be deducted from the performance security.</p>

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	<input type="checkbox"/>
▪ 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 E: Price Schedule Form	<input type="checkbox"/>
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Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP-TUR-ITB(MC2)-2019/08		

We, the undersigned, offer to complete civil works "Construction of Mechanical Biological Treatment Plant in Gaziantep/Turkey" in accordance with your Invitation to Bid No. UNDP-TUR(MC2)-2019/08 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 complete works 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: _____

[Stamp with official stamp of the Bidder]

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 demonstrate 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:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, ▪ Certificate of Incorporation/ Business Registration

	<ul style="list-style-type: none"> ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Power of Attorney. ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country
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Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP-TUR-ITB(MC2)-2019/08		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below the duly notarized JV/Consortium/Association agreement, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP-TUR-ITB(MC2)-2019/08		

History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years. (reference period to be taken into account: from September 16, 2016 to September 16, 2019)			
<input type="checkbox"/> Contract(s) not performed in the last 3 years. (reference period to be taken into account: September 16, 2016 to September 16, 2019)			
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 3 years. (reference period to be taken into account: from September 16, 2016 to September 16, 2019)			
<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 5 years**. (reference period to be taken into account: from September 16, 2014 to September 16, 2019)

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 or intended subcontractor. 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 shall provide proof documents for the claimed experience by presenting copies of relevant documents and references with the Bid.**

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value (in USD equivalent*)	Period of activity and status	Types of activities undertaken

- Bidders shall convert the currency quoted in the "Certificate of Completion" into USD, in accordance with the prevailing UN operational rate of exchange on the contract date stated by "Certificate of Completion". UN operational rate of exchange are available at the following website: <https://treasury.un.org/operationalrates/OperationalRates.php#E>

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

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

Financial Standing

Annual Turnover for the last 3 years (in US\$ equivalent ⁴)	Year 2016	USD	
	Year 2017	USD	
	Year 2018	USD	
Latest Credit Rating (if any), indicate the source			
Financial information (in US\$ equivalent ⁵)	Historic information for the last 3 years		
	2016	2017	2018
	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:

- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- 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.

☐ Attached a bank statement from a reputable bank as evidence of secured financing in form of cash,

⁴ Bidders shall convert the currency into USD by using the UN operational rate of exchange which was effective for December of each corresponding year. UN operational rate of exchange are available at the following website: <https://treasury.un.org/operationalrates/OperationalRates.php#E>

⁵ Bidders shall convert the currency into USD by using the UN operational rate of exchange which was effective for 31st of December of each corresponding year. UN operational rate of exchange are available at the following website: <https://treasury.un.org/operationalrates/OperationalRates.php#E>

secured irrevocable credit line granted by a bank or other acceptable form of funds. The evidence shall clearly demonstrate the financing is available for the concerned contract.

Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP-TUR-ITB(MC2)-2019/08		

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: Method Statement / Technical Solution

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 A detailed description of how the Bidder will complete works, keeping in mind the appropriateness to local conditions and project environment.
- 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 Description of process design including; a description of the plant, process and philosophy, description of the operating procedures.
- 2.4 Drawings;
 - 2.4.1 Plan in appropriate scale showing the layout of the entire plant including buildings, roads, walkways, fence etc. (A1 size);
 - 2.4.2 Schematic electrical layout of the total installation in the form of single line diagrams showing power supply lines, switchboards, control boards and main switching equipment (A3 size);
 - 2.4.3 Process and instrumentation diagram (P & I diagram) showing all process units, all electrical drives, all flow lines and instrumentation. (A3 size)
 - 2.4.4 Drawings with appropriate plans and sections of structures including e.g. internal dimensions and showing the main equipment (A3 size)
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing; clearly indicating the design period, construction period, tests on completion, trial operation, defects liability period and tests after completion.

- 2.6 Commitment of the bidder for total net electric power consumption per year of the MBT facility stage 1 operating in the full capacity as per Section 5A Subsection 2 Design Basis

Total net electric power consumption of the MBT facility including anaerobic digestion unit, administrative building and auxiliary facilities			
Unit	Unit Price	Bidder's commitment for total net electric power consumption per year (kWh/year)	Annual Cost for total net electric power consumption USD/year
a	b	c	d = b x c
kWh/year	0.100 USD/kWh		

- 2.7 Fill the following "Schedule of Guarantees" for proposed capacity and process performance parameters of the plant as your commitment in accordance with your technical solution to the requirements as per Section 5A, Subsection 2 Design Basis;

SCHEDULE OF GUARANTEES	
Design Parameters	Guaranteed values by the bidder
Installation Capacity	
Minimum Treatment Capacity for this Contract (Stage 1)	
Number of process lines for the design for this Contract (Stage 1)	
Minimum Hourly Capacity per line including 80% availability	
Minimum Reception Area capacity for both bunkers	
Technology for Anaerobic Digestion	
Biological Treatment Facility Capacity (Anaerobic Digestion) a) Quantity for Treatment b) Minimum Residence time	
Minimum RDF Production (before drying treatment)	
Recovery rates of Mechanical treatment facility from the MSW process	
Total recovery of recyclable materials (plastics, ferrous metals, aluminum)	
Recovery rate on the corresponding incoming stream on wet basis - Purity of materials • Plastic • Ferrous metals • Aluminum	
Maximum Residue to landfill	
Specific Biogas Production	

- 2.8 The data sheets for the machinery and equipment proposed in accordance with your technical solution supported by the technical data sheet provided by the manufacturer, (The specifications of the proposed machinery and equipment shall meet the requirements stipulated by Section 5A, Subsection 2 Technical specifications of Treatment Facility. The proposed machinery and equipment will be subject to approval of Engineer with the Final Design Deliverable according to Section 5A

Schedule of Requirements and Technical Specifications/Statement of Works)

Bag opener

Manufacturer:	
Type:	
Capacity:	
Loading hopper-feeder	
Drive system	
Crushing system	

Trommel Screen

Manufacturer:	
Type:	
Capacity:	
Structure of Drum	
Frame	
Drum support	
Drum	
Hoppers	
Drive	

Electromagnet

Manufacturer:	
Type:	
Capacity:	
Separation Distance	
Construction	
Drive	
Discharge Hoppers	
Rubber belt	

Eddy Current Separator

Manufacturer:	
Type:	
Capacity:	
Vibrating Feeder	
Electrical Panel	
Discharge Hoppers	

Ballistic Separator

Manufacturer:	
Type:	
Capacity:	
Dimensions	
Sheets with Screening Plates	
Crankshafts	
Motor and Transmission	
Metallic Hoppers	
Upper Cover	

Baler for Recyclables (Paper – Plastics)

Manufacturer:	
Type:	
Capacity:	
Automatic Vertical Tying System	
Compaction force:	
Specific pressure:	
Channel section (height x width):	
Feeding opening (length x width):	
Number of ties:	
Installed power:	
Pump capacity:	
Volume of hydraulic oil deposit:	
Cylinder diameter:	

Baler for Metals (Ferrous & Non-Ferrous)

Manufacturer:	
Type:	
Capacity:	
Working pressure:	
Max. Pressure:	
Bale size:	
Baling box:	
Diameter of the cylinder	
Drive:	
Load capacity (1-3 strokes):	
Capacity of oil tank:	
Pump Flow:	

Optical Sorters (NIR)

Manufacturer:	
Type:	
Capacity:	
Technology	
Detection	
Materials Sorting NIR System	
Ejection	
High Resolution Detection	

Sorted 2D Material Shredder

Manufacturer:	
Type:	
Capacity:	
Loading Hopper - Feeder	
Drive System	
Shredding System	

Anaerobic Digester

Manufacturer:	
Type:	
Capacity:	
Components	
Technology	

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.
- 3.2 Provide CVs for all key personnel required by technical specifications (Section 5A Subsection 4) using the format below. CVs should demonstrate qualifications in areas relevant to the scope of works.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i> <ul style="list-style-type: none">▪ Name of institution: [Insert]▪ Date of certification: [Insert]
Employment Record/Experience	<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> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

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

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP-TUR-ITB(MC2)-2019/08		

Preamble to Price Schedule

The objective of this Preamble is to explain the purpose of the Schedules of Prices to the Bidder and how the Schedules are to be completed to become acceptable for consideration and evaluation.

The Conditions of Contract together with the Instructions to Bidders, Statement of Works/Technical Specifications, Schedules, Drawings and any published amendment shall be read in conjunction with the Schedules of Prices and shall be referred to for details of description, quality, tests and strength of materials used, and workmanship, conditions, obligations, liabilities and instructions, which shall be complied with in carrying out the Contract.

The cost of complying with all conditions, obligations and liabilities described in the Conditions of Contract, Statement of Works/Technical Specifications and Schedules of Prices including all overhead charges and profit, all environmental and safety measures taken by the contractor in accordance to the EIA and Statement of Works/Technical Specifications and the carrying out of the Works as shown in the Drawings shall be deemed to be spread over and included in the prices stated by the Contractor in the Schedules of Prices.

By the Contractor's signing of the Contract, any item, which is included in the Bid Documents but not included in the Schedules of Prices, is deemed to have been included in other lump sum prices of the Schedule of Prices.

This Contract is a fixed-priced design-build contract. The price is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

Prices in the Schedules of Prices of all items shall be made on a lump-sum basis in accordance with the Conditions of Contract and Statement of Works/Technical Specifications. The descriptions given in the breakdown do not in any way limit the Contractor's obligations under the Contract to provide all the works necessary to comply with the requirements of this Bid Document. The items listed in the price schedules shall be based on the Contractor's design and shall be arranged accordingly.

All items shall be priced in USD. The Bid price shall not include any VAT.

Notwithstanding any limits which may be implied by the wording of individual items, the Contractor agrees that the prices entered in the Schedule of Prices include all costs to complete the works in every respect.

The Contractor shall be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this Contract and to have priced the items herein accordingly. Therefore, the prices shall include for all incidental and contingent expenses and risks of every kind necessary to construct, complete and maintain the whole of the works in accordance with the Contract. Unless separate items are provided in the breakdown, rates and sums shall include all costs for completion of the various items in the breakdown.

The prices entered by the Contractor against all items in the breakdown shall accurately reflect the cost of carrying out the work described in the Statement of Works/Technical Specifications for that item. All costs, commissions and other charges (unless separately itemised) applicable to the Contract as a whole shall be spread across all items in the breakdown, whereas those applicable to specific sections of the Contract shall be spread only over the items to which those sections refer.

The Schedules do not give a full description of the plant and equipment to be supplied and the services to be performed under each item. The Bidder shall be deemed to have read the Statement of Works/Technical Specifications and other sections of the ITB and reviewed the Drawings to ascertain the full scope of requirements included under each item prior to filling in the prices. References given in the Schedules are for the convenience of the Bidder and do not exclude other descriptions elsewhere in the Bid Documents. The entered prices shall be deemed to include the full scope as aforesaid, including overheads and profit.

If the Bidder is unclear or uncertain as to the scope of any item, he shall seek clarification in accordance with the Instructions to Bidders prior to submitting his Bid.

Pricing

The Bidder shall spread his general expenses, risks, profit and any other costs equally to the unit prices. The total price to be quoted for each schedule and the total contract price to be quoted are fixed and cannot be changed.

No front loading is allowed under this Contract. Prior to contract signature, UNDP has the authority to change the breakdown of the prices in case a front loading is identified further to assessment to be conducted by UNDP Engineer.

As specified in this price schedule form and section 5b of this ITB, prices shall be fixed and firm for the duration of the Contract.

Bid prices shall be quoted in the manner indicated and, in the currency, specified in the Instructions to Bidders.

Prices shall be written in indelible ink, and any alterations necessary due to errors etc. shall be initialled by the Bidder.

The Schedules of Prices shall also be submitted in an electronic version i.e. excel format on a CD.

For each item, the Bidder shall complete each appropriate column in the respective Schedules, giving the minimum requirements to the detailing of the lump sum price breakdown as indicated in the Schedules.

Bidders shall only enter the unit rates where necessary in the corresponding cells and DO NOT edit the locked cells. For thousand separator "comma" (,) and decimal places "dot" (.) sign shall be used with two digits. (e.g. 2,345.38 which means two thousand three hundred forty five Euro and thirty eight Euro cents)

Prices given in the Schedules against each item shall be for the scope covered naturally by that indicated item as detailed in the Statement of Works/Technical Specifications.

The prices entered shall be inclusive of all supply, delivery, labour, materials and plant etc. as necessary to install the Plant and perform the works. The prices shall also include for any costs associated with on-site storage and with site transportation to the point of erection or installation of the Plant.

The TOTAL for each Schedule shall be carried forward to Schedule No. 1: Grand Summary, which shall be deemed to be the total price for the design, construction, trial operation and maintenance of the MBT Facility and other works included in the Contract in compliance with the Contract.

When requested by the Employer for the purposes of making payments or partial payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules. The prices in the Schedules will be used by the Engineer for any price determinations.

The Total Bid Price shall, after revision to incorporate any modifications agreed during contract negotiations, become the Contract Price on signing of the Contract Agreement.

In the case where the descriptions of the individual items do not fully cover the required works or the Tenderer wants to add installations, the Tenderer shall fill in the blank cells under Any Other Items in the Schedules of Prices.

The prices entered in the Schedules of Prices shall be used for calculating payments and interim payments and for valuing variations.

Payments

The contractor shall submit to the Engineer and Employer, a proposed breakdown for each lump sum price with the final design for approval. The Engineer may take account of the breakdown in determining provisional prices in preparing payment certificates for works that are not completed yet but shall not be bound by it.

For the measurement of the works, the percentages of the executed work will be calculated according to the breakdown of lump sum prices. The detailed breakdown shall be prepared by the Contractor during the design phase and shall be submitted to the Engineer with the designs for approval.

The following principles shall apply to the measurement of the works:

- The amount due shall be determined on the basis of the breakdown of each of the lump sum prices and a percentage of that price corresponding to completed stages of works.
- Where detailed quantities are provided for lump sum prices, these quantities shall be used to determine the percentage of the work covered by the lump sum price has been completed.

Currency of the Bid: United States Dollar, USD

Price Schedule

Item #	Description	Total Price (USD)
1	Design, Site Investigations	
2	Reception Area - Mechanical Treatment	
3	Dry Anaerobic Digestion	
4	Storage Areas	
5	Auxiliary Facilities - Infrastructure	
6	Training, trial period	
Total price (item 1 +item 2 +item 3+item 4 + item 5 + item 6) (Fixed contract price) (USD)		

Guidance for Schedules

The tables in the Schedules of Prices are prepared as guidance to the bidders. The items listed in the price schedules shall be based on the bidder's design and is subject to change accordingly. The additional work items that may differ according to the bidder's design and not included in the schedules should be specified and added by the bidder to the schedules.

Schedule No 1; Design, Site Investigations

Item No	Item Definition	Price (USD)
1.1	Surveys and investigations	
1.2	Topographical and Geotechnical Surveys	
1.3	As-built documentation	
1.4	Operation and maintenance manuals	
1.5	Site signboards	
Total for Price Schedule No 1		

Schedule No 2; Reception Area - Mechanical Treatment

Item No	Item Definition	Price (USD)
2.01	Earth Works, Pipe Works and Ground Improvement works for Msw reception area - metallic building - control room	
2.02	Concrete and Structural Steel Works for Msw reception area – metallic building – control room	
2.03	Building works for Msw reception area – metallic building – control room	
2.04	Mechanical works for Msw reception area – metallic building – control room	

Item No	Item Definition	Price (USD)
2.05	Electrical works for Msw reception area - metallic building - control room	
2.06	Automatic weighbrige - hydraulic grab	
2.07	Metallic hopper / moving floor / bag opener	
2.08	Chain conveyor	
2.09	Rotary screen feeding conveyor	
2.10	Rotary screen (0-80 / 80-300 / >300 mm)	
2.11	<80mm fraction collection belt conveyor (under the screen)	
2.12	80-300mm fraction collection belt conveyor (under the screen)	
2.13	80-300mm fraction belt conveyor to electromagnet	
2.14	Electromagnet for 80-300mm fraction no1	
2.15	80-300mm fraction belt conveyor to ballistic separator no1	
2.16	Ballistic separator no1	
2.17	High speed conveyor for nir-101	
2.18	NIR no1a - mixed plastic separation (pe/pp/pet/pvc)	
2.19	High speed conveyor for nir-201	
2.20	NIR no1b - mixed plastic separation (pe/pp/pet/pvc)	
2.21	Rest fraction belt conveyor from nir-101, nir-201	
2.22	Mixed plastic automatic bunker	
2.23	PVC automatic bunker	
2.24	High speed conveyor for nir-102	
2.25	NIR no2a - pvc separation	
2.26	PVC fraction collection belt conveyor from nir-102, nir-202	
2.27	NIR-102, nir-202 rest fraction collection belt conveyor (for rdf production)	
2.28	Ballistics fine fraction collection belt conveyor	
2.29	Organic fraction collection belt conveyor	
2.30	>300mm fraction collection conveyor from rotary screen	
2.31	>300mm fraction reversible belt conveyor	
2.32	Electromagnet for organic fraction	
2.33	Eddy current separator no1	
2.34	Eddy current separator no2	
2.35	Organic fraction conveyor belt to flip flop screen	
2.36	Final organic fraction conveyor belt to anaerobic digestion	
2.37	Flip flop screen <20mm	
2.38	Flip flop <20mm fraction belt conveyor to residue	
2.39	Residue reversible belt conveyor	

Item No	Item Definition	Price (USD)
2.40	Recyclables chain conveyor to baler	
2.41	Baler press for recyclables	
2.42	Feeding conveyor to metals's baler	
2.43	Baler press for metals	
2.44	Air compressors and air treatment for nir's	
2.45	Rest fraction collection belt 1 from ec-102	
2.46	Rest fraction collection belt 2 from ec-102	
2.47	Rest fraction collection belt 3 from ec-102	
2.48	Fine shredder for rdf material preparation - production	
2.49	Hook lift metallic containers 24m ³	
2.50	Metallic bins for metals collection	
2.51	Steel supports & walkways for machinery for a phase	
2.52	Dedusting system - bagfilter	
2.53	Deodorizing system - fan/humidifier/biofilter 400m ²	
Total for Price Schedule No 2		

Schedule No 3; Dry Anaerobic Digestion

Item No	Item Definition	Price (USD)
3.1	Anaerobic Digestion System	
3.2	Earth Works, Pipe Works and Ground Improvement works for digester	
3.3	Concrete and Structural Steel Works for digester	
3.4.	Building works for digester	
3.5	Mechanical works for digester	
3.6	Electrical works for digester	
Total for Price Schedule No 3		

Schedule No 4; Storage Areas

Item No	Item Definition	Price (USD)
4.1	Earth Works, Pipe Works and Ground Improvement works for Closed RDF reception / storage area	
4.2	Concrete and Structural Steel Works for Closed RDF reception / storage area	
4.3	Building works for Closed RDF reception / storage area	
4.4	Mechanical works for Closed RDF reception / storage area	
4.5	Electrical works for Closed RDF reception / storage area	
4.6	Earth Works, Pipe Works and Ground Improvement works for Closed digestate storage area for 1 month	

Item No	Item Definition	Price (USD)
4.7	Concrete and Structural Steel Works for Closed digestate storage area for 1 month	
4.8	Building works for Closed digestate storage area for 1 month	
4.9	Mechanical works for Closed digestate storage area for 1 month	
4.10	Electrical works for Closed digestate storage area for 1 month	
Total for Price Schedule No 4		

Schedule No 5; Auxiliary Facilities - Infrastructure

Item No	Item Definition	Price (USD)
5.01	Earthworks for the formation of the MBT area - Excavation	
5.02	Earthworks for the formation of the MBT area - Backfill	
5.03	Flood Protection Works	
5.04	Area covered with asphalt	
5.05	Entrance and Exit Gates	
5.06	Weighbridge Container	
5.07	Weighbridge	
5.08	Landscaping (Perimetric trees and Green area)	
5.09	Fence (m)	
5.10	Flare	
5.11	Tire washing facility	
5.12	Electrical distribution network (indoor - outdoor facilities & equipment) (MV-LV Package Substation / kiosk, cables, trays, protection pipes, indoor & outdoor lighting / luminaires, main & distribution switchboards, inverters & LV Circuit breakers, lighting - surge protection equipment, earthing system, etc)	
5.13	Stand-by diesel generator for mains failure	
5.14	Automation & monitoring system for MBT operation (scada, pc's, ups, cables, plc's, local control panels, CCTV system, phone installation, etc)	
5.15	Water distribution network for indoor & outdoor facilities (concrete water tank, pressure booster complete system, PE pipes, irrigation system, etc)	
5.16	Fire protection system (fire detection & alarm system, fire extinguishers, tools cabinet, concrete water tank, fire fighting pressure booster, Fire Hose Cabinet, water hydrants, methane detection system & equipment, PE pipes, steel pipes, etc)	
5.17	Wastewater collection network (piping, collection & storage tank, manholes, covers and gratings, etc)	
Total for Price Schedule No 5		

Schedule No 6; Training, trial period

Item No	Item Definition	Price (USD)
4.1	Training of the municipality staff	
4.2	3-month trial operation	
Total for Price Schedule No 6		

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 complete the works stipulated in the ITB with reference UNDP-TUR-ITB(MC2)-2019/08 with the title "Construction of Mechanical Biological Treatment Plant in Gaziantep/Turkey;" (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]