INVITATION TO BID

ITB-112/16

Southern Faluja Clean-Up Project, Anbar Governorate

Iraq

United Nations Development Programme

July, 2016

Section 1. Letter of Invitation

Erbil, Iraq

28 July 2016

ITB-112/16 – Southern Faluja Clean-Up Project, Anbar Governorate Iraq

Dear Sir/Madam

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

Section 1 – This Letter of Invitation
Section 2 – Instructions to Bidders (including Data Sheet)
Section 3a – Schedule of Requirements and Technical Specifications
Section 3b – Related Services
Section 4 – Bid Submission Form
Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder and Joint Venture;
Section 6 – Technical Bid Form
Section 7 – Price Schedule Form including Bill of Quantities (BOQs);
Section 8 – Form for Performance Security
Section 9 – Form for Bid Security
Section 10 – Model Contract to be signed
Section 11 – General Terms and Conditions for Civil Work

Your offer, comprising of a Technical Bid and Price Schedule, together in a sealed envelope, should be submitted in accordance with Section-2 latest by **07 August 2016 by 1400 hours**.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Yours sincerely,

Mohammedsiddig Mudawi
Operations Manager- Head of Operations Service Center

Section 2: Instruction to Bidders

Definitions

a) *"Bid"* refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.

b) *"Bidder"* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.

c) *"Contract"* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.

d) "*Country"* refers to the country indicated in the Data Sheet.

e) *"Data Sheet"* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.

f) *"Day"* refers to calendar day.

g) *"Goods"* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.

h) *"Government"* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.

i) *"Instructions to Bidders"* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid

j) *"ITB"* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.

k) *"LOI"* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.

l) *"Material Deviation"* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.

m) *"Schedule of Requirements and Technical Specifications"* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

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[1] Note: *this Section 2 - Instructions to Bidders shall not be modified in any way.* ***Any necessary changes to address specific country and project information shall be introduced only through the Data Sheet.***

n) *"Services"* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.

o) "*Supplemental Information to the ITB"* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.

2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.

3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.

4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
   - **5.1** Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
   - **5.2** Were involved in the preparation and/or design of the Programme/project related to the goods and related services requested under this ITB; or
   - **5.3** Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

   In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and

6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

9.1 Bid Submission Cover Letter Form (see ITB Section 4);
9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
9.3 Technical Bid (see prescribed form in ITB Section 6);
9.4 Price Schedule (see prescribed form in ITB Section 7);
9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11.
9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.

10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).

11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet (**DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and

drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS no. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids:

a) A statement of whether any import or export licenses are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
c) In the case the successful Bidder fails:
    i. to sign the Contract after UNDP has awarded it;
    ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
    iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and

17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

a) they have at least one controlling partner, director or shareholder in common; or
b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
c) they have the same legal representative for purposes of this ITB; or
d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

a) Submit another Bid, either in its own capacity; nor
b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

a) Those that were undertaken together by the joint venture; and
b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may

request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule **must** be submitted together and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

a) Bear the name of the Bidder;
b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24)**.**

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19)**.** In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that

the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 10.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, 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 must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or MODIFICATION".

25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) Members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).
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 submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and

g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

31. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, 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.

32.5 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

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

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/

34. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 8 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount

as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in template provided by UNDP.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/procurement/protest.shtml.

Instructions to Bidders

DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	FFIS
2		Title of Goods/Services/Work Required:	**Southern Faluja Clean Up Project**
3		Country:	Iraq
4	C.13	Language of the Bid:	☒ English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	☒ Not Allowed.
6	C.20	Conditions for Submitting Alternative Bid	☒ Shall not be considered
7	C.22	A Site visit will be held on:	☒ N/A
8	C.21.1	Period of Bid Validity commencing on the date of bid opening	☒ 120 days
9	B.9.5 C.15.4 b)	Bid Security	☒ Required equal to US$15,000/- In the name of **Resident Representative, UNDP Iraq**. The original bid Security must be sent to the following address: UN Compound, 100 Meter Road, Erbil Iraq. Attn: Shamal Sdeeq **Note: Bids without bid security will not be accepted and will not be included in the evaluation process.** **Copy of the bid security must be submitted along with the Offer.**

10	B.9.5	Acceptable forms of Bid Security [2]	☒ Bank Guarantee in the name of **Resident Representative, UNDP Iraq;** ☒ Bank Guarantee (See Section 9 for template) ☒ Any Bank-issued Check / Cashier's Check / Certified Check
11	B.9.5 C.15.4 a)	Validity of Bid Security	☒120 Days
12		Advanced Payment upon signing of contract	☒Not allowed
13		Liquidated Damages	☒Will be imposed under the following conditions: **0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month.** Thereafter, the contract may be terminated;
14	F.37	Performance Security	☒ Required Amount :10% of total contract value in Form of: a. Bank guarantee OR Certified Cheque issued by a reputable bank (shall be in accordance with Form included in the Invitation to Bid (Section-9); b. Should be submitted within 7 days upon issuance of letter of intent/contract. c. The proceeds of the Performance Security shall be payable to UNDP as a compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract. d. The Performance Security shall be denominated in the currency of the contract valid for a period of 12 months to cover defect liability period. e. If, within 12 months after the goods/system have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair; f. Upon successfully completion of Defect Liability period of 12 months and upo issuance of final completion certificate, UNDP will return the Performance Security to the bidder. Please refer to general terms and conditions clause 47.1
15	C.17 C.17. 2	Preferred Currency of Bid and Method for Currency conversion	☒United States Dollars (US$) *Reference date for determining UN Operational Exchange Rate: closing date of submission of bids*

16	B.10.1	Deadline for submitting requests for clarifications/ questions	5 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions[3]	Focal Person in UNDP: **Shamal Sdeeq** **Procurement Officer** shamal.sdeeq@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	☒ Direct communication to prospective Bidders by email ☒ Direct communication to prospective Bidders by email or fax, and Posting on the website http://www.iq.undp.org/
19	D.23.3	No. of copies of Bid that must be submitted	Please refer to DS 23 (electronic submission)
20	D.23.1 b) D.23.2	Bid submission address	Please refer to DS 23 (electronic submission)
21	C.21.1	Deadline of Bid Submission	Date and Time: **07 August 2016 14:00**
22	D.23.2	Manner of Submitting Bid	☒ Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	☒ Official Address for e-submission: **bids.iraq@undp.org** ☒ Format: PDF files only ☒ Max. File Size per transmission: 5MB ☒ Max. No. of transmission: no limit ☒ No. of copies to be transmitted: 5
			☒ Mandatory subject of email: ***ITB 112/16- Southern Falluja Clean Up Project + (Company Name)*** ☒ Time Zone to be Recognized: *Erbil local time.*
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: **07 August 2016 15:00 in the presence of Committee formed by UNDP**
25		Evaluation method to be used in selecting the most responsive Bid	☒ Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and ☒ Technically qualified and responsive bid and offering the lowest price for complete requirement;

26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only) Minimum Qualifying Criteria (Clauses 9.1 & 9.2) **يرجى قراءة هذه الفقرة بعناية تامة وتقديم كافة المستمسكات والاوراق المطلوبة كاملة دون نقصان**	☒ Company Profile ☒ Section 4: **Bid Submission Form** duly signed and stamped. ☒ Section 6: **Technical Bid Form.** ☒ Section 7: Properly filled-in **Priced BOQs** as per the format with company stamp and signature; • **Bidder should provide submitted BoQ in PDF & Excel formats. In case of discrepancy between the signed and soft copy, the hard copy unit price will prevail;** ☒ Implementation Timetable and well define work schedule as per the UNDP requirement; ☒ C. Vs of the project/ personnel including the qualification and experience of the Team Leader and all other personnel to be assigned; ☒ Statement of Satisfactory Performance from the Top Three Clients in terms of Contract Value executed during the past five years. ☒ Last two years Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past two years; (2014-2015) UNDP shall verify the financial capacity of the bidder and has the authority to seek references from concerned parties & banks on the bidder' financial standing. UNDP had the right to reject any bid if submitted by a contractor whom investigation leads to a result that he is not Financially capable and/ or had serious financial problems. ☒ Certificate of Registration of the business; including Articles of Incorporation, or equivalent document if Bidder is not a corporation. Interested firms must have appropriate permission/registration from relevant Government body to operate in Country. ☒ List and value of on-going projects with contact details and amount; ☒ List and value of similar projects performed for the last 3 years, plus client's contact details who may be contacted for further information on those contracts. A minimum number of **3 contracts**, implemented over the past 3 years.

27		Other documents that may be submitted to Establish Eligibility	As per the evaluation criteria mentioned under 32
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	Technical bid should be prepared and documents submitted as per Section 2, Clause 15 (Instruction to Bidders) and as per Section 3a (Schedule of Requirements and Technical Specifications) and Section 3b (Related Services) and data listed under Section 6 Technical Bid Form; Please use the list of documents included into the set of Bid Documentation in order to determine the documents necessary for submission.
29	C.15.2	Latest Expected date for commencement of Contract	**1st September, 2016** Note: The Contractor must start the construction work within one-week timeframe upon receipt of signed notice of commencement from UNDP Project Engineer
30	C.15.2	Expected duration of contract	**110 Calendar Days** from the date of receipt of handover certificate from UNDP Engineer;
31		UNDP will award the contract to:	☒ One prospective Bidder

32	F.34	Criteria for the Award and Evaluation of Bid	**Award Criteria** ☒ Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications ☒ Technically qualified and responsive bid and offering the lowest price for complete requirement; ☒ Compliance on the following qualification requirements: **Bid Evaluation Criteria** ☒ Minimum 3 years experience in construction/renovation/clean-up work. ☒ Compliance with Special and General Conditions specified by these Solicitation Documents. (bid submission form) ☒ Compliance with start-up, delivery or installation deadlines set by the procuring entity. ☒ List and value of similar projects performed for the last 3 years, plus client's contact details who may be contacted for further information on those contracts. A minimum number of **3 contracts**, implemented over the past 3 years. ☒ **Average annual turnover should be => US$500,000/-** **UNDP had** the right to reject any bid if submitted by a contractor whom investigation leads to a result that he is not Financially capable and/ or had serious financial problem; ☒ Detailed implementation work plan starting from Contract signature to project completion and handover. The work plan must show detailed list of tasks, duration, and allocated resources per task. ☒ Qualification of Key personnel to be assigned to the contract. One Site Engineers with 3 years of experience having Civil Engineering. 1 Site supervisors/Quantity Surveyor with three years of experience with Bachler Degree in Civil; **Price Deviation:** ☒ Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the real local market prices at the time of bids preparation In case of Unbalanced pricing (i.e. despite an acceptable total evaluated price, the price of one or more BoQ line items is significantly over or understated), UNDP had the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable Risk to UNDP. Risk to UNDP.

33	E.29	Post qualification Actions	☒ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ☒ Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; ☒ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; ☒ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	☒ UNDP's receipt of Performance Bond ☒ UNDP's approval of plans, drawings, samples, etc. ☒ UNDP's Handover of Site to Contractor ☒ Contract signature of the civil works by both UNDP and Contractor; ☒ Provision of Liability Insurance as per clause 23 of the General Terms and Conditions for Works;
35		Other Information Related to the ITB	N/A
36		Documents Establishing Conformity of Equipment Incorporated into the Works	Where electrical and mechanical goods and equipment form part of the Works, the Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all equipment and related services, which the Bidder proposes to supply under the contract The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of detailed description of the essential equipment.

Section 3: Schedule of Requirements and Technical Specifications

Section 3a: Required Services

The Contractor is requested to perform the following services:

Southern Faluja Clean Up Project, Anbar Governorate – Iraq

Obligations and Duties of the Contractor	**مسؤوليات وواجبات المقاول**
1. The works include provision of all necessary machinery, tools, and laborers as mentioned in this BOQ to remove all garbage kinds from the areas determined by Ramadi Municipality DG in the south of Falluja and to clean them. the work includes the removal of trash, debris, surplus constructional materials, stagnant water, mud, scrap car bodies, junk, dead animals, severed trees and leaves. All such materials shall be removed from the streets, trash containers and areas adjacent to such containers, side walks, medians, street crossings and roundabouts.	
	1- يتضمن العمل تجهيز كل ما هو ضروري من مكائن، معدات (مجهزة للعمل في بيئة محتملة المخاطر اذا تطلب الموضوع)، وعمال حسب جدول الكميات ادناه لرفع النفايات من المناطق التي تحددها مديرية بلدية الفلوجة في مناطق شمال المدينة وتنظيفها بالكامل. يتضمن العمل رفع الادغال والأنقاض والمواد الانشائية الزائدة والمياه الراكدة والطين والسيارات المحطمة والحيوانات الميتة والخردة والاشجار المقطوعة وحاويات النفايات وما حولها ومماشي وساحات وتقاطعات الطرق وما حولها وكل المواد الغير مرغوب فيها.
2. The debris shall be removed from the site to approved temporary locations assigned by the local authorities, and finaly to DG approved landfill.	
	2- رفع الانقاض والمخلفات الى مواقع تجميع مؤقتة ومصادق عليها من قبل السلطات المحلية وبعد ذلك الى منطقة الطمر الصحي.
3. The contractor is not allowed to burn trashes, cut trees, and remove the debris from inside the private buildings.	
	3- لا يسمح بحرق النفايات وقطع الاشجار ورفع المخلفات من داخل البيوت والابنية الخاصة.
4. The Contractor shall employ the number of laborers, monitors, and equipment operators determined in this BOQ. The Contractor is required to employ 100% of the laborers from the local community of the targeted areas in coordination with Falluja Municipality DG. The work monitors will be chosen by the supervision committee.	
	4- يجب على المقاول تشغيل عدد من العمال والمراقبين ومشغلي المعدات وكما محدد في جدول الكميات على ان يكون 100% من العمال من المنطقة المحلية بالتنسيق مع مديرية بلدية الفلوجة. يكون اختيار مراقبي العمل من قبل اللجنة المشرفة على المشروع.
5. All the wages of the laborers and monitors shall be paid by the contractor per day; and on fixed daily wages of a $20 per day for the laborer and $22 per day for the work monitor for eight hours of labor.	
	5- جميع الاجور للعمال يجب أن تدفع من قبل المقاول يومياً، وبمقدار ثابت هو 20 دولار للعامل و 22 دولار لمراقب العمل في اليوم الواحد بواقع 8 ساعات عمل.
6. The contractor must provide an office at the center of Falluja to follow up and supervise the work, and to be used for the laborers' payments. The laborers must be paid with the attendance of the FFIS and Municipality supervision committee.	
	6- على المقاول تجهيز مبنى او كرفان مؤثث في مركز مدينة الفلوجة يكون مكتب متابعة واشراف للعمل ولدفع الاجور اليومية للعمال بشرط حضور ممثل عن لجنة الاشراف على المشروع اثناء دفع الاجور.

To perform the proposed services, the Contractor will work in close coordination and consultation with the technical team and UNDP Project Engineer.

The Contractor is required to perform/execute the work according to the Bill of Quantities, and Technical Specifications.

The Contractor shall visit the designated site to become familiar with the condition of the work areas, the vicinity and the free space available for doing the work and storage of materials required for the execution of work. It is the bidders' responsibility to do research about the terrain and geographical conditions of the site before submitting bids.

In general, the Contractor should become familiar with all prevailing conditions and circumstances which may affect the manner in which he will perform the work.

The prices proposed by the Contractor in the bill of quantities after the site visit shall be considered to include all that is required to carry out the work under the local conditions and the foreseeable and unforeseeable expenses which will be required to complete the work.

The Contractor shall implement the Project based on a detailed work plan which shall be approved by the Project Engineer. The contractor is expected to produce/perform works which conforms in quality/quantity and accuracy of detailed specification. The Contractor is to institute a quality control system to ensure adequate monitoring of the works progress at all times.

1. **TERMS OF DELIVERY**

The renovation works to be executed is to be completed within **110 Calendar Days** from the date of site handover.

Section 3b: Related Services

S. No.	Item/s to be Supplied[4]	Qty.	Description/ Specifications of Goods	Related Services	Contract Duration
1	**Southern Faluja Clean Up Project.**	1	As per BoQ	As per BoQ	110 Calendar Days

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Terms of the Equipment	DAP
Exact Address	**Southern Faluja Clean Up Project**
Testing Requirements	All construction materials should be tested according to construction works specification, if required under this ITB.
Technical Support Requirements	As per the BoQ.
Duration of Contract	110 calendar Days
Payment Terms (max advanced payment is 20% of total price as per UNDP policy) upon receipt of Bank Guarantee	Payment within 30 days upon UNDP's acceptance of the works as based on written acceptance certificate of completion of works.
Conditions for Release of Payment	Satisfactory completion of the required services as per the BOQs/specifications duly certified by the UNDP Project and Project Manager, FFIS UNDP

Section 4: Bid Submission Form

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

Insert: Location
Insert: Date

To:
Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for "**ITB-112/16 Southern Faluja Clean Up Project, Anbar Governorate - Iraq"** in accordance with your Invitation to Bid, We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for **120** days.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain, yours

sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Contact Details:

Pls. mark this with your corporate seal

5 No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form[6]

Date: *[insert date (as day, month and year] of Bid Submission*]
ITB No.: *[insert number of bidding process]*

Page _____of _____ pages

1. Bidder's Legal Name *[insert Bidder's legal name]*		
2. In case of Joint Venture (JV), legal name of each party: *[insert legal name of each party in JV]*		
3. Actual or intended Country/ies of Registration/Operation: *[insert actual or intended Country of Registration]*		
4. Year of Registration in its Location: *[insert Bidder's year of registration]*		
5. Countries of Operation	6. No. of staff in each Country	7.Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation:*[insert Bidder's legal address in country of registration]*		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? ☐YES or ☐NO		
14. Attached are copies of original documents of: ☐ All eligibility document requirements listed in the Data Sheet ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered ☐ If case of Government corporation or Government-owned/controlled entity, documents Establishing legal and financial autonomy and compliance with commercial law.		

[6] *The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.*

Joint Venture Partner Information Form (if Registered) [7]

Date: *[insert date (as day, month and year) of Bid Submission*]
ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: *[insert Bidder's legal name]*		
2. JV's Party legal name: *[insert JV's Party legal name]*		
3. JV's Party Country of Registration: *[insert JV's Party country of registration]*		
4. Year of Registration: *[insert Party's year of registration]*		
5. Countries of Operation	6. No. of staff in each Country	7.Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: *[insert Party's legal address in country of registration]*		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any): Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		
13. JV's Party Authorized Representative Information Name: *[insert name of JV's Party authorized representative]* Address: *[insert address of JV's Party authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]* Email Address: *[insert email address of JV's Party authorized representative]*		
14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ All eligibility document requirements listed in the Data Sheet ☐ Articles of Incorporation or Registration of firm named in 2. ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

[7] *The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.*

Section 6: Technical Bid Form

ITB-112/16 Southern Faluja Clean Up Project

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organization / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

1.2.Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3.Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)
Please fill here	*Please fill here*	*Please fill here*	*Please fill here*	*Please fill here*	*Please fill here*	*Please fill here*

[8] *Technical Bids not submitted in this format may be rejected.*

SECTION 2 - S C O P E OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

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

2.1.Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organization/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

Item No	Description/ Specification of Goods	Source/ Manufacturer	Country of Origin	Qty.	Quality Certificate/ Export Licenses, etc. (indicate all that applies and if attached)

A supporting document with full details may be annexed to this section

2.2.Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

2.3.Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.4.Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5.Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6 Implementation Timelines: The Bidder shall submit a Gantt chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.7.Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.8.Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.
2.9Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.
2.10Other: Any other comments or information regarding the bid and its implementation.

SECTION 3: PERSONNEL

3.1Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

3.2Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

3.3Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: *Highlight experience in the region and on similar projects.*		
Relevant Experience (From most recent):		
Period: From – To	**Name of activity/ Project/ funding organization, if applicable:**	**Job Title and Activities undertaken/Description of actual role performed:**
e.g.		
Etc.		
Etc.		
References (minimum of 3):	*Name* *Designation* *Organization* *Contact Information – Address; Phone; Email; etc.*	

Declaration:

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any willful misstatement described above may lead to my disqualification, before or during my engagement.

_____

_____

Signature of the Nominated Team Leader/Member Date Signed

Section 7: Price Schedule Form

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

1. All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Annex II, Conditions of Contract, Section, and Clause 18.
2. The rates shall be used for the price analyses and evaluation purposes or any other requirements during the project implementation and shall be fixed and firm for the duration of the contract and any claim for price adjustment will not be entertained. The prices shall be inclusive of all facilities, office running cost, communication, transportation, and company overheads ….etc.
3. The price of the items in the schedules (unless otherwise indicated) include: Supply of new and best quality materials approved by the supervisor engineer, manpower, instruments and installation, purchase or hire of machines and equipment used in the execution of the work and transport materials from stored areas and whatever necessary to provide best quality workmanship required for the respective works.
4. The General Technical Specifications (GTS) of Iraq applies to all items unless otherwise stated as well as supervisor engineer instructions and approval.
5. No new items shall be added unless otherwise expressly allowed for in the Schedules.
6. Offers are expected to reflect realistic prices. Any gross deviations from the prevailing market prices or unethical manipulations may cause the offeror to be disqualified.
7. UNDP has the right to increase or decrease for any item quantity or minor modifications to the structures for the same unit price in the BOQ or to omit any item / structure considered not necessary without any compensation to the contractor.
8. Any damage resulted from defect in execution by the Contractor on the executed works during the defects liability period (one year after Substantial completion of the work) should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from UNDP.
9. If the Contractor fails to deliver the services within the time period(s) stipulated by the contract, UNDP shall, without prejudice to its other remedies under the contract, invoke Section 5: Special Conditions, Liquidated Damages.
10. All electrical, sanitary and drinking water net installations should be tested and approved by the supervisor engineer upon completion of the works.

Section 7: Price Schedule Form

Obligations and Duties of the Contractor مسؤوليات وواجبات المقاول
1. The works include provision of all necessary machinery, tools, and laborers as mentioned in this BOQ to remove all garbage kinds from the areas determined by Ramadi Municipality DG in the south of Falluja and to clean them. the work includes the removal of trash, debris, surplus constructional materials, stagnant water, mud, scrap car bodies, junk, dead animals, severed trees and leaves. All such materials shall be removed from the streets, trash containers and areas adjacent to such containers, side walks, medians, street crossings and roundabouts.
1- يتضمن العمل تجهيز كل ما هو ضروري من مكائن، معدات (مجهزة للعمل في بيئة محتملة المخاطر اذا تطلب الموضوع)، وعمال حسب جدول الكميات ادناه لرفع النفايات من المناطق التي تحددها مديرية بلدية الفلوجة في مناطق شمال المدينة وتنظيفها بالكامل. يتضمن العمل رفع الادغال والأنقاض والمواد الانشائية الزائدة والمياه الراكدة والطين والسيارات المحطمة والحيوانات الميتة والخردة والاشجار المقطوعة وحاويات النفايات وما حولها ومماشي وساحات وتقاطعات الطرق وما حولها وكل المواد الغير مرغوب فيها.
2. The debris shall be removed from the site to approved temporary locations assigned by the local authorities, and finally to DG approved landfill.
2- رفع الانقاض والمخلفات الى مواقع تجميع مؤقتة ومصادق عليها من قبل السلطات المحلية وبعد ذلك الى منطقة الطمر الصحي.
3. The contractor is not allowed to burn trashes, cut trees, and remove the debris from inside the private buildings.
3- لا يسمح بحرق النفايات وقطع الاشجار ورفع المخلفات من داخل البيوت والابنية الخاصة.
4. The Contractor shall employ the number of laborers, monitors, and equipment operators determined in this BOQ. The Contractor is required to employ 100% of the laborers from the local community of the targeted areas in coordination with Falluja Municipality DG. The work monitors will be chosen by the supervision committee.
4- يجب على المقاول تشغيل عدد من العمال والمراقبين ومشغلي المعدات وكما محدد في جدول الكميات على ان يكون 100% من العمال من المنطقة المحلية بالتنسيق مع مديرية بلدية الفلوجة. يكون اختيار مراقبي العمل من قبل اللجنة المشرفة على المشروع.
5. All the wages of the laborers and monitors shall be paid by the contractor per day; and on fixed daily wages of a $20 per day for the laborer and $22 per day for the work monitor for eight hours of labor.
5- جميع الاجور للعمال يجب أن تدفع من قبل المقاول يومياً، وبمقدار ثابت هو 20 دولار للعامل و 22 دولار لمراقب العمل في اليوم الواحد بواقع 8 ساعات عمل.
6. The contractor must provide an office at the center of Falluja to follow up and supervise the work, and to be used for the laborers' payments. The laborers must be paid with the attendance of the FFIS and Municipality supervision committee.
6- على المقاول تجهيز مبنى او كرفان مؤثث في مركز مدينة الفلوجة يكون مكتب متابعة واشراف للعمل ولدفع الاجور اليومية للعمال بشرط حضور ممثل عن لجنة الاشراف على المشروع اثناء دفع الاجور.

BOQ - ITB-112/16

#	Item	Qty.	Days	Daily Wage $	Total $
	First/ Daily Laborers and Equipment العمل اليومي				
1	Laborers عمال تنظيف	150	90	20	270,000
2	Work Monitors مراقبي عمل	6	90	22	11,880
				Sub Total $	281,880
	(Bidders adding percentage to the sub-Total). **Management Fees %**			%	
	Sub Total Cost $ + Management Fees				

	Second/ Equioment and Tools المعدات والادوات				
#	Item	Qty.	Days	Daily Wage $	Total $
1	Tractor with trailer of at least 8 Tons capacity ساحبات لرفع القمامة (تراكتور) بسعة حمل 8 طن على الاقل	6	90		
2	Front end loader (Capacity 70); the driver cabinet must be armored. شفل حجم 70 (على ان تكون كابينة السائق مصفحة)	2	90		
3	Heavy trucks / dump trucks of at least 8m3 capacity لوري قلاب سعة تحميل لا تقل عن 8م3	6	90		
4	Supply uniforms with the same color and style but various sizes; one uniform for each laborer. FFIS Logo must be printed on the uniforms. تجهيز العمل ببدلات نفس اللون والنوع وبمختلف القياسات وبمعدل بدلة واحدة لكل عامل مطبوع عليها شعار البرنامج.	150	1		
5	Supply clean-up tools (2 Shovels, 2 Brushes, 1 Wheelbarrow) for each 5 workers. (continuous compensation for the damaged tools) تجهيز معدات التنظيف وتشمل (كرك عدد 2، فرشة كنس 2، عربانة 1) لكل 5 عمال. (مع تعويض المعدات التالفة بصورة مستمرة)	L.S.	L.S.	L.S.	
	Sub Total Cost $				
	Third/ Trash Containers and Garbage Bags حاويات واكياس النفايات				
#	Item	Unit	Qty.	Price $	Total $
1	Supply and distribute durable plastic garbage collection container of 1100-liter size. The containers must be of the friend to the environment type, be used abroad, have a movable cover, and be based on wheels. تجهيز وتوزيع حاويات قمامة بلاستيكية بسعة 1100 لتر على ان تكون من النوع صديق للبيئة وتستخدم في الخارج وتحتوي على غطاء متحرك وتستند على عجلات متحركة	Ea.	140		
2	Supply polyethylene garbage bags of size not less than (70*90) cm and black color to distribute them to the local houses and shops under the supervision of Municipality DG تجهيز اكياس نفايات مصنوعة من مادة البولي اثيلين بحجم لا يقل عن (70×90)سم للكيس وبلون اسود وتوزيعها على البيوت والمحلات باشراف مديرية البلدية.	Ton	15		
				Sub Total Cost $	
				Grand Total Cost US$	

Completion Period: 110 Calendar Days Agree: Yes ◯ No ◯

Delivery Term: DAP, Southern Faluja, Anbar Governorate - Iraq

Company Stamp and Signature: ----------

Official E-mails of the Company: ----------

Date: ----------

Section 8: FORM FOR PERFORMANCE SECURITY[1]

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

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

WHEREAS [*name and address of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. Click to enter dated Click to enter , to deliver the goods and execute related services Click here to enter text. (hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance (certificate of final completion) and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....

[1] *If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template*

Section 9: FORM FOR BID SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: The Resident Representative, UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [*name and address of Contractor*] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated Click here to enter a date. , to deliver goods and execute related services for *[indicate ITB title]* (hereinafter called "the Bid"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

a) Fails to sign the Contract after UNDP has awarded it;
b) Withdraws its Bid after the date of the opening of the Bid;
c) Fails to comply with UNDP's variation of requirement, as per ITB Section F.3; or
d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until 30 days after the date of validity of the bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Section – 10 MODEL CONTRACT FOR WORKS

Dear Sir/Madam,

Ref.: _____/ _____/ _____ [**INSERT PROJECT NUMBER AND TITLE**]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of_____**[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform _____ **[INSERT SUMMARY DESCRIPTION OF THE WORKS]** (hereinafter referred to as the "Works"), in accordance with the following Contract:

1.Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Civil Works, _____ **[INSERT REVISION NUMBER AND DATE FROM THE CONTRACTS DOCUMENTS LIBRARY]**, attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

a) this letter;

b) the Technical Specifications and Drawings [ref. .....dated.....], attached hereto as Annex II;

c) The Contractor's Tender_____**[IF THE CONTRACT IS ON THE BASIS OF UNIT PRICE, INSERT: including the Priced Bill of Quantities]** [ref....., dated .....], as clarified by the agreed minutes of the negotiation meeting[13] [dated.....], not attached hereto but known to and in the possession of both parties.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of This Contract.

_____

_____**[INSERT NAME AND ADDRESS OF THE CONTRACTOR]**

2. Obligations of the Contractor

2.1 The Contractor shall commence work within 7 **[INSERT NUMBER OF DAYS]** days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by…/../…. **[INSERT DATE]**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labor and other services necessary to that end.

2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by ../../…. **[INSERT DATE]**.

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

3. Price and Payment[14]

OPTION 1 (FIXED PRICE)

3.1 In full consideration of the complete and satisfactory performance of the Works under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

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

MILESTONE[15]	AMOUNT	DATE
Upon signature of Contract	.....	../../....
.....	.....	../../....
Upon substantial completion of Works	.....	../../....
Upon final completion of Works	.....	../../....

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.

3.3 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.

3.4 The Contractor shall submit an invoice for **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties, invoices for the work performed and materials utilized Every **[INSERT PERIOD OF TIME OR MILESTONES]** and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.[16]

[THE FOLLOWING CLAUSES ARE COMMON TO OPTIONS 1 & 2 AND MUST BE NUMBERED ACCORDING TO THE OPTION CHOSEN FOR ARTICLE 3]

3. @ UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt.

3. @ Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.

3. @ Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

4. Special conditions[17]

4.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee [18]for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.[19]

4.2 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of **[INSERT PERCENTAGE OF TOTAL CONTRACT PRICE THAT THE ADVANCE REPRESENTS]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.[20] Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the bank guarantee referred to in 4.1 Above.

4.3 The Performance **[SELECT BOND/GUARANTEE]** referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount **[INSERT - of PERCENTAGE OF THE TOTAL]**

ESTIMATED OR FIXED PRICE OF THE CONTRACT IN THE CASE OF A GUARANTEE AND 30% IN THE CASE OF A BOND].[21]

4.4 ***[THE USE OF THIS CLAUSE REQUIRES APPROVAL BY THE PROJECT DIRECTOR/UNDP PROGRAMME OFFICER*]** The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Engineer.

4.5 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of..... **[CONSULT THE ENGINEER FOR APPROPRIATE AMOUNT]**.

4.6 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be **0.02%** of contract amount for each day of delay of the price of the Contract per week of delay, up to a maximum of 10% of the final price of the Contract.

5. Submission of invoices

5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each

Payment under the Contract to the Engineer's address specified in clause 8.2.

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____**[NAME OF THE BANK]**

_____**[ACCOUNT NUMBER]**

_____**[ADDRESS OF THE BANK]**

7. Modifications

7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

8. Notifications

8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

_____**[INSERT NAME OF RR OR DIVISION CHIEF]**
Chief

United Nations Development Programme

Ref._____/_____/_____**[INSERT CONTRACT REFERENCE & NUMBER]**

Telex:_____

Fax:_____

Cable:_____

For the Contractor:

[Insert Name, Address and Telex, Fax
and Cable Numbers]

8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

_____
[Insert Name, Address and Telex,
Fax and Cable Numbers of the Engineer]

OR

8.2 UNDP shall communicate as soon as possible to the Contractor after the signature of the Contract, the address of the Engineer for the purposes of communication with the Engineer under the Contract.

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

INSERT NAME OF RR or Bureau/Division Director]

For [Insert name of the company/organization]

Agreed and Accepted:

Signature _____

Name _____