

# INVITATION TO BID

**IRQ10-ITB-152/16, Provision, Construction, and Installation of Sewage Networks in IDPs/Returnees  
Durable Shelter Compound in Ramadi, Anbar Governorate**



*Empowered lives.  
Resilient nations.*

**United Nations Development Programme**

## **SECTION 1. LETTER OF INVITATION**

20 September 2016

### **IRQ10-ITB-152/16, Provision, Construction, and Installation of Sewage Networks in IDPs/Returnees Durable Shelter Compound in Ramadi, Anbar Governorate**

The United Nations Development Programme 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 3: Schedule of Requirements and Technical Specifications
- Section 4: Bid Submission Form
- Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6: Technical Bid Form
- Section 7: Price Schedule Form
- Section 8: Form for Performance Security
- Section 9: Contract to be Signed, including General Terms and Conditions
- Annexes: Including relevant drawings, geotechnical surveys, and other relevant documentation

Your offer, comprising of a Technical Bid and Price Schedule, in separate sealed envelopes / files, should be submitted in accordance with Section 2.

You are kindly requested to submit a communication to UNDP on the following e-mail addresses advising whether your company intends to submit a BID. If that is not the case, UNDP would appreciate your indicating the reason, for our records. [dolores.maitim@undp.org](mailto:dolores.maitim@undp.org)

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.

This letter is not to be construed in any way as an offer to contract with your company.

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

Yours sincerely,



Victor Machoka  
Head, Procurement Unit

## **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.
- 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.

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/content/undp/en/home/operations/procurement/procurement\\_protest/](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
- 6.2 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://www.undp.org/content/dam/undp/documents/procurement/documents/UNDP\\_supplier\\_code\\_of\\_conduct.pdf](http://www.undp.org/content/dam/undp/documents/procurement/documents/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, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the
- 9.7 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 noS. 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 licences 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 any one of them receive or have received any direct or indirect subsidy from the other/s; or
  - b) they have the same legal representative for purposes of this ITB; or
  - c) 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;

- d) 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
- e) 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 11.

## **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.
- 29.3 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**

- 32.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.
- 32.2 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.
- 32.3 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.

32.4 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**

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.

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\\_pr otest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_pr otest/))

### **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 9 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 Section 10.

### **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/content/undp/en/home/operations/procurement/protestandsanctions/>

## 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:	<b>Provision, Construction, and Installation of Sewage Networks in IDPs/Returnees Durable Shelter Compound in Ramadi, Anbar Governorate</b>
2		Title of Goods/Services/ Work Required:	The purpose of this ITB is to implement the first phase of the project, conducting provision, construction, and installation of site and sewage networks based on the provided site plan and topographic survey map.
3		Country:	Iraq
4	C.9	Minimum eligibility and qualification criteria;	<p><b>Each offer submitted in response to this ITB shall contain the following information / documentation for UNDP to determine its fulfilment of the eligibility criteria.</b></p> <p>For each point below applicants are required to complete and submit information / documentation as required in Section 5 included in this ITB.</p> <ul style="list-style-type: none"> <li>- Confirmation of non-inclusion of the bidder (or any of the parties in case of association / consortium / joint venture) in any of the UNDP / UN ineligibility lists (See Section 5).</li> <li>- If the offer is submitted by an association / consortium / joint venture, it shall include a document signed by all parties to the association confirming the establishment of such association / consortium / joint venture and clearly determining what is the party appointed as the Lead Party (See Section 5, form 2)</li> <li>- Bidders and all parties constituting the Applicant shall not have a conflict of interest. Bidders shall be considered to have a conflict of interest if they are involved as a consultant in the preparation of the design or technical specifications of the works that are subject of this prequalification</li> </ul> <p><b>Each offer in response to this ITB shall contain the corresponding information / documentation for UNDP to determine its fulfilment of the following</b></p>

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p><b>minimum qualifying criteria.</b></p> <ul style="list-style-type: none"> <li>- Valid registration certificate to trade in Iraq as a construction firm with Company Registration ID.</li> <li>- All information regarding any past and current litigation during the last three (3) years, in which the applicant is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded shall be submitted in accordance. All pending litigation shall in total not represent more than 50% of the Applicant's net worth (See Section 5, form 3).</li> <li>- Title and value of related projects performed during the last five years, including the ongoing projects if any, together with contact details of the clients who may be contacted for further information on these projects. A minimum of <b>three projects</b> implemented must have been completed during the past five years to comply with this requirement. Ongoing projects cited should be at least 70% complete (See Section 5, form 4).</li> <li>- Submission of statement of Satisfactory Performance from 3 relevant Clients.</li> <li>- Submission of documentary evidence, in the way of signed CVs, demonstrating that the Bidder has the required key personnel (See Section 5, form 4). <ul style="list-style-type: none"> <li>o A Team leader with minimum 5 years of experience in the management of civil construction projects.</li> </ul> </li> <li>- Confirmation that the Bidder has the ability to mobilize the required equipment for it to be on-site within 30 days after issuance of a contract award. (See Section 5, form 7).</li> <li>- Submission of audited financial statements for the last two years to demonstrate plus filling up the form 8- Financial Situation;</li> </ul> <p>the current soundness of the applicant's financial position and its prospective long term profitability, including;</p> <p><b>- Capacity to have a minimum cash flow amount of US 350,000.</b></p>

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<ul style="list-style-type: none"> <li>- <b>Current ratio of not less than 1:0</b></li> </ul> <p>UNDP shall verify financial capacity of the bidder and has the authority to seek references from concerned parties &amp; banks on the bidder's 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.</p> <ul style="list-style-type: none"> <li>- Submission of a detail of the present workload executed by the Bidder, including details of nature, scope, complexity, value, as well as anticipated time for completion of the corresponding works (See Section 5, Form 9).</li> <li>- UNGM registration number (if applicable)</li> </ul>
	C.13	Language of the Bid:	English
6	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	Not allowed
7	C.20	Conditions for Submitting Alternative Bid	Shall not be considered
8	C.22	A pre-Bid conference will be held on:	<p><b><u>No pre-bid or site visit will not be held for this ITB.</u></b></p> <p>All technical questions related to this ITB should be sent to Mr. Oday Lafta, Programme Officer, UN-Habitat (email: <a href="mailto:oday.lafta@unhabitat.org">oday.lafta@unhabitat.org</a>) copy to Ms. Dolores Maitim (<a href="mailto:dolores.maitim@undp.org">dolores.maitim@undp.org</a>) Pre-bid conference will not be held for this ITB.</p>
9	C.21.1	Period of Bid Validity commencing on the submission date	90 days
10	B.9.5 C.15.4 b)	Bid Security	<b>Not Required</b>
11	B.9.5	Acceptable forms of Bid Security	Not applicable
12	B.9.5 C.15.4 a)	Validity of Bid Security	Not applicable
13		Advanced Payment upon	N.A.

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
14		Liquidated Damages	<p>Will be imposed under the following conditions:</p> <p>Percentage of contract price per day of delay: 0.33% of the contract amount, and shall not exceed 10% of contract amount.</p> <p>Max. no. of days of delay : 30 calendar days</p> <p>Next course of action: <b>contract termination</b></p>
15	F.37	Performance Security	<p><b>Required Amount :10%</b></p> <p><b>Form:</b> Bank Guarantee (See Section 9 for template) or Any Bank-issued Check / Cashier's Check / Certified Check</p> <p>Within 7 days of receipt of the letter of Intent, and before contract signature, the successful Bidder shall furnish a Performance Security to UNDP in the amount of 10% of the contract Value;</p> <p>The Performance Security shall be valid until end of defects liability period (i.e, 12 months after the intended completion date);</p> <p>The proceeds of the Performance Security shall be payable to the UNDP as a compensation for any loss resulting from the Contractors' failure to complete its obligations under the contract;</p> <p>The Performance Security shall be denominated in the currency of the contract;</p> <p>Within seven (7) days from the date of Issuance of a Certificate of Substantial Completion of works, the UNDP will return to the Supplier the Performance Security and after the Contractor, at his own cost and expense furnishes to the UNDP a Maintenance Guarantee in an amount equal to (5%) of the Contract Price to be valid until the end of the Warranty / Defects Liability Period;</p> <p>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;</p> <p>If the Supplier fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Supplier, which shall be</p>

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			deducted from due sums against the Maintenance Guarantee.
16	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	United States Dollars (USD) Any resulting contract will be in the USD currency based on the official UN rate of exchange.
17	B.10.1	Deadline for submitting requests for clarifications/questions	5 working days prior to deadline for submission of bids.
18	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Ms. Dolores Maitim, Procurement Analyst, UNDP Iraq  E-mail address dedicated for this purpose: dolores.maitim@undp.org and
19	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email, and posting on the website: <a href="http://procurement-notices.undp.org/">http://procurement-notices.undp.org/</a>
20	D.23.3	No. of copies of Bid that must be submitted	In case hard copy offers are submitted  Original: one (1)  Copies: one (1), Submissions must be identical and include all required documents. In the event of any discrepancies the "original proposal" submitted in hard copy shall govern.
21	D.23.1 b) D.23.2 D.24	Bid submission address	United Nations Development Programme Procurement Section UNDP Iraq Erbil Office UN Compound, Near Airport Road Erbil, Iraq
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: <b>Tuesday, 4 October 2016, 12:00 Noon (Iraq time)</b>
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if	<input checked="" type="checkbox"/> Official Address for e-submission: <b>bids.iraq@undp.org</b> <input checked="" type="checkbox"/> Format : PDF files <input checked="" type="checkbox"/> Max. File Size per transmission: <i>4.5 Mb</i>

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
		allowed	<p><i>Note that there is no restriction to number of files to be transmitted. Offers can be divided in several files, provided they are each smaller than 4.5 Mb and that they are all received in the above stated email address before the stipulated deadline.</i></p> <p><input checked="" type="checkbox"/> No. of copies to be transmitted : 1</p> <p>Mandatory subject of email: <b>IRQ10-ITB-152/16, Provision, Construction, and Installation of Sewage Networks in IDPs/Returnees Durable Shelter Compound in Ramadi, Anbar Governorate</b></p>
24	D.23.1 c)	Date, time and Date and Time: Tuesday, 4 October 2016, 3:00 pm. venue for opening Iraq local time. of Bid	<p>United Nations Development Programme Procurement Section UNDP Iraq Erbil Office UN Compound, Near Airport Road Erbil, Iraq</p> <p>Any bidder that intends to participate in the public bid opening shall notify Dolores Maitim (dolores.maitim@undp.org) at least 2 days in advance.</p> <p>Bids will be opened in the presence of bidders' representatives, who choose to attend and carry a letter authorizing the holder to attend the bids opening session on behalf of the bidder.</p>
25		Evaluation method to be used in selecting the most responsive Bid	<ul style="list-style-type: none"> <li>• Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and</li> <li>• Lowest price offers of technically qualified/responsive Bid</li> </ul>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	<p>In addition to DS 4,</p> <ul style="list-style-type: none"> <li>• Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the works being procured (refer to section 5)</li> <li>• Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</li> <li>• Bid submission form: Fully completed and duly authorized (see Section 4).</li> <li>• Bidder information form: Fully completed and duly authorized (see Section 5) together with</li> </ul>

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>corresponding required supporting documents.</p> <ul style="list-style-type: none"> <li>• Technical bid form: Fully completed and duly authorized (see Section 6) together with corresponding required supporting documents</li> <li>• Price and Delivery Schedule form: Fully completed and duly authorized (see Section 7).</li> </ul>
27		Other documents that must be Submitted to Establish Eligibility	<p>1) <b>Proposed team composition</b> and structure, per the minimum stated in BDS with recent CVs and the corresponding time-effort to be allocated for each milestone, expressed in number of working days (Form 6-Key Personnel Form)</p> <p>2) <b>Detailed implementation work plan and time schedule.</b> Bidders are required to submit a proposed implementation work programme from contract signature to project completion and handover. The work plan shall cover the full scope of the BOQ included in this ITB. The work plan must show detailed list of tasks, duration, and allocated resources per task</p> <ol style="list-style-type: none"> <li>The work plan shall be sufficiently detailed to substantiate the bidder's ability to meet the stated delivery milestones (See section 3).</li> <li>The Programme will form part of the contractual documents</li> </ol> <p>3) The work plan shall show the works schedule and at the same time show bidder's ability to finish the works within 60 calendar days from the contract start date.</p> <p>4) Additional information may be requested by UNDP to verify the technical and administrative capacity of the subcontractor(s) to undertake the works. UNDP reserves the right to accept or reject proposed subcontractor(s) based on their qualifications.</p>
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<b><u>See point 26 and 27. Bidders are required to take note of the requirements stipulated under SECTION 3: SCHEDULE OF REQUIREMENTS &amp; TECHNICAL SPECIFICATIONS</u></b>
29	C.15.2	Latest Expected date for commencement of Contract	October 2016

DS No	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
30	C.15.2	Maximum Expected duration of contract	The expected time frame for completion of the works is envisaged to be a maximum of 60 calendar days.
31		UNDP will award the contract to:	One Bidder only
32	F.34	Criteria for the Award and Evaluation of Bid	<p>Award Criteria</p> <ul style="list-style-type: none"> <li>• Compliance with the minimum set of eligibility and qualification requirements stated in Section Instructions to Bidders, Bid Data Sheet in this ITB.</li> <li>• Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications</li> <li>• Acceptability of the Delivery Schedule;</li> <li>• Appropriateness of the Implementation work plan and Timetable to Project Schedule;</li> <li>• Full compliance of qualification of the team assigned to the contract.</li> <li>• Appropriateness of Plant and Equipment schedule</li> <li>• Lowest offered amount as per Price Schedule (Section 7).</li> </ul>
33	E.29	Post qualification Actions	<ul style="list-style-type: none"> <li>• Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</li> <li>• Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>• Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</li> <li>• Inquiry through visit / inspection of bidder's and/or associates premises, facilities, equipment and/or resources.</li> <li>• Inquiry through credit rating and reporting agencies; the Successful Bidder shall fully cooperate with a given credit rating and reporting agency, for purpose of obtaining reports on the company's production facilities, financial and management status; and,</li> <li>• Testing and sampling of completed goods similar to the requirements of UNDP, where available.</li> </ul>
34	E.31 B	Conditions for Determining Contract Effectivity	<ul style="list-style-type: none"> <li>• Compliance to Instructions to Bidders</li> </ul>
35	F.35	Right to vary Requirements at the Time of Award	UNDP reserves the right to vary the quantity of the works (regardless the amount of variation) without any change in the unit price or other terms and conditions.

<b>DS No</b>	<b>Cross Ref. to Instructions</b>	<b>Data</b>	<b>Specific Instructions / Requirements</b>
36		Other Information	Alternative & Partial bids are not acceptable

## **SECTION 3: SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS**

### **Provision, Construction, and Installation of Site and Sewage Networks in IDPs/Returnees Durable Shelter Compound in Ramadi, Anbar Governorate**

#### **Background**

The ongoing conflict with the so-called Islamic State of Iraq and the Levant (ISIL) has had profound humanitarian consequences throughout Iraq. From January 2014 to May 2016, more than 3.3 million persons were displaced in Iraq, and a further 3 million are living under ISIL control. Anbar and Erbil Governorates are among the top five governorates hosting the majority of internally displaced persons (IDPs), as they host 17% and 12% of the entire country's IDPs respectively. While tents may provide IDPs with temporary emergency shelter, in circumstances of long-term displacement such provisional shelter interventions often turn into slums in which displacement is protracted. Furthermore, inadequate and insecure shelter conditions endanger women and girls, making them increasingly vulnerable to sexual and gender-based violence.

#### **Project Brief**

The project titled "Gender-sensitive Durable Shelter Support for IDPs in Iraq" was developed to address the gap between emergency response and long-term solution to support IDPs by constructing shelter sites for IDPs equipped with durable shelters and basic infrastructure. In two Governorates of Erbil and Anbar, where concentration of IDPs are high and the need for support is dire, the project aims to enhance self-reliance and improve living conditions of IDPs through provision of prefabricated durable shelters and basic services in the shelter sites. Specifically, the project expects to (i) develop institutional capacity of the targeted Governorates and line ministries to respond to shelter needs of IDPs; (ii) formulate guidelines and plans to develop and manage the shelter sites and have them adopted by the Governorates; and (iii) accommodate selected IDPs in the targeted Governorates in the prefabricated durable shelters, based on vulnerability selection criteria.

#### **Expected Outcome**

Adequate infrastructure works (sewage network) for IDP site in Ramadi, Anbar Governorate.

#### **Outputs**

1. Construction of sewage networks for all zones of the IDP shelter site connecting to the prefabricated units.
2. Income generation opportunity for IDPs/returnees and/or community members.

#### **Activities**

1. Removal of the existed debris in the site location.
2. Site leveling.
3. Determination of the site borders and zones locations.
4. Excavation works.
5. Provision and installation of the sewage networks including construction of septic tanks and manholes.

(as per attached BOQ)

6. Provision of job opportunity for IDPs/returnees and/or community members in Ramadi

Payment Terms:

- 40% of the total contract amount to be paid after completion of 40% of the works as per BOQ.
- 60% of the total contract amount to be paid after completing 100% of the works as per BOQ.

## PART A1 - GENERAL

Further to the Schedule of Requirements in Section B below, Bidders are requested to take note of the following additional requirements, conditions, and related services and to include the corresponding documents required in their offers submitted in response to this ITB and/or present these prior to award of contract.

Delivery Term [INCOTERMS 2010]	All prices for materials and equipment included in this ITB shall be understood as DAP <b><u>IDPs/Returnees Durable Shelter Compound in Ramadi, Anbar Governorate</u></b>
Exact Address of Delivery/Installation Location	<b><u>IDPs/Returnees Durable Shelter Compound in Ramadi, Anbar Governorate</u></b>
Customs, if needed, clearing shall be done by:	UNDP will be responsible for tax, customs and duties exemption only.
Commissioning	Contractor will be responsible for commissioning of all equipment included in this ITB. Corresponding prices / costs shall be factored accordingly in the bidder's offer.
Warranty/Guarantee	The successful Contractor must provide a warranty period of 365 days following issuance of the Certificate of Substantial completion of works, which will run concurrently with the Defects Liability period.
Defects Liability	Any damage resulted from defect in execution by the Contractor on the executed works during the defects liability period should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from the Employer; and if the contractor does not repair these damages during the above specified period, then UNDP does these repairs at the expense of the contractor, which shall be deducted from due sums against the Maintenance Guarantee.
Taxes	This contract is exempted from VAT and all other taxes; as such taxes will not be paid under this contract.
Payment Terms	UNDP shall issue payments to the contractor according to an agreed payment modality based on progress of the works specified in Section III of the Terms of Reference (Section 3).  <ul style="list-style-type: none"> <li>- 40% of the total contract amount to be paid after completion of 40% of the works as per BOQ.</li> <li>- 60% of the total contract amount to be paid after completing 100% of the works as per BOQ.</li> </ul>
Special Requirements	<p><b>1. Miscellaneous</b></p> <p><b>a) Time Schedule:</b></p> <p>The contractor is required to submit a time schedule for the all activities and deliverables of the project as outlined in the BDS and the sequence of work activities. This time schedule should be reviewed and approved by the engineer before the initiation of work activities. The contractor has to update it and do all modifications deemed necessary to work activities as per the instructions of the engineer.</p> <p>The contractor shall carry out quantity verification to be executed before the start-up of work activities. Written approval on the scope</p>

of works shall be obtained prior to implementation process.

**b) Schedule of material supply**

No delays are accepted due to delay in or insufficient material supply for works in the local market. Hence a schedule for material supply is required before starting up activities.

The time schedule of works should include the dates and quantities of material supply as well as the equipment supply to assure proper planning of work activities.

**c) Work plan**

The contractor has to submit a written work plan that illustrates the methodology to be followed in implementation of the work activities.

**d) Bi-Weekly reports and photographs:**

The contractor has to submit bi-weekly reports in three copies reflecting the actual progress of works in percentage, executed work activities, obstacles and difficulties faced and photos showing such progress.

**g) Contract documents:**

All tender documents stipulated in the ITB should be preferably submitted, signed and stamped. It is deemed that all mentioned in the technical specification (General and Specific), drawings, bill of quantities, pre-bid meeting notes and/or any addendum thereof are included in the unit prices of the items and no extra charges will be paid in that respect.

**2) DRAWINGS:**

- a) The contractor has to abide to any additional detail or general drawings issued by the engineer and will be considered as part of the contract.

**3) Discrepancies and mistakes in tender documents:**

- a) In case there is discrepancy in the tender documents, the Engineer will verify the correct specification of any item in the tendering stage.
- b) In case there is missing information in the contract documents or discrepancy or review and approval of the engineer, improper description of details of the items, it doesn't relieve the contractor from carrying out the item in the most correct manner as if identified and properly described in the original tender documents.
- c) The contractor has to inform the engineer in case of omissions, discrepancies or mistakes in the tender documents in the tendering stage and price according to the engineer's answer.

**INSPECTION OF SITE:**

The contractor is deemed to have visited and investigated the site and identified all site conditions in terms of ground nature, accessibility to site, availability of services like water & electricity and all factors affecting execution of work activities before

	submitting his offer. All such factors are deemed to be taken into consideration while pricing.
Various Additional & Important Special Conditions:	<ol style="list-style-type: none"> <li>1. Any related official governmental/municipal/local fees and work permits (yet not mentioned in this tender), as applicable under the local laws in terms of the works, are and remain the sole responsibility of the contractor. Contractor should therefore inquire on, and take into account in his bid, such possible applicable fees given the context of this project.</li> <li>2. Setting up and furnishing of the site-offices is the sole responsibility of the awarded contractor.</li> </ol>

## **PART A2 - GENERAL**

### **Commissioning and Hand Over**

The Contractor is responsible for verifying that all works and systems, equipment, and other project elements have been installed, tested, fit the purpose, and are in good operating condition. If defects are found, the Contractor is responsible for correcting these defects. Additionally, the Contractor is required to handover all buildings and systems to UNHABITAT after the completion of the works and after the issuance of the letter of acceptance.

### **Construction Oversight**

UN-Habitat field engineer will be responsible for supervision of the works on site.

## **SECTION A – SCOPE OF REQUIRED WORKS**

### **Contract scope of work under this ITB**

The works to be executed under this ITB– includes the following:

Conducting site preparation and constructing internal roads based on the provided site plan and topographic survey map as per provided BOQ.

- Removal of the existed debris in the site location.
- Site leveling.
- Determination of the site borders and zones locations.
- Excavation works.
- Provision and installation of the sewage networks including construction of septic tanks and manholes (as per attached BOQ)
- Provision of job opportunity for IDPs/returnees and/or community members in Rainadi

## **Section B. Bill of Quantities**

The following items and quantities are deemed as required to conduct the scope of civil works included in this ITB. Bidders are required to price these items in Section 7 of the ITB.

- Work items to be implemented according to conditions and specifications of the tender and in accordance with supervision engineer instructions.
- Prices should include all necessary materials, and equipment to complete the items according to DWG.
- Contractor has responsibility to do all necessary test.
- In the cases of some works in the drawing are not mentioned in the bill of quantity, the contractor should add this item to the bill of quantity before starting of works, otherwise the contractor should execute this work for no extra charges and the contractor doesn't have any right to ask for variations orders.
- Work items to be implemented according to conditions and specifications of the tender and in accordance with supervision engineer instructions.
- Provide all detailed shop drawings.
- Provide all samples: Provided samples must be approved by site engineers.
- Provide detailed time schedule.

#	Item Description	Unit	Qty.
1	<b>Sewage network and Septic tank</b>		
1.1	Installing main Sanitary network Pipes PVC High Pressure pipes Dim 6" Quantity About 2480 m.l.	L.S	1
1.2	Installing main Sanitary network Pipes PVC High Pressure pipes Dim 8" Quantity About 645 m.l.	L.S.	1
1.3	<b>Septic Tank:</b> Provision of materials and construction of septic tank (5x3x2.5)m internal dimension, includes excavation, plain concrete 20cm (1:2:4) for foundation, building walls with solid concrete blocks 15x20x40cm with cement mortar 1:3 (40cm)thickness , plastering both sides , casting reinforced concrete for slab 15cm thickness (12 mm steel bars at 15cm center to center both direction double net), two iron cover 50x50cm with all pipes and ventilation and all requirements of works according to specifications and instruction of supervisor engineer.	No.	8
1.4	<b>Manholes:</b> construction concrete block with cement plastering manhole with size (100 x 100) cm inner dimension with foundation and cover, with filling all the surrounding faces and base with concrete (1:2:4) with connecting to incoming and outgoing pipes. The work includes all required excavations according to specifications and instruction of supervisor engineer.	No	172
1.5	<b>Manholes:</b> construction plastic manhole with size (40 x 40) cm with cover, with filling all the surrounding faces and base with concrete (1:2:4) with connecting to incoming and outgoing pipes. The work	No	400

	includes all required excavations according to specifications and instruction of supervisor engineer.		
--	---	--	--

## **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

To:[insert: Name and Address of UNDP focal point]

Dear Sir:

We, the undersigned, hereby offer to supply the goods and related services required for **UNHABITAT Provision, Construction, and Installation of Site and Sewage Networks in IDPs/Returnees Durable Shelter Compound in Ramadi, Anbar Governorate** - in accordance with your Invitation to Bid dated ..... 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 90 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: *[please mark this letter with your corporate seal, if available]*

3 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 Applicant**

### **Form 1. Applicant's Information Form<sup>4</sup>**

Date: [insert date (as day, month and year) of Proposal Submission]

Page      of      pages

1. Applicant's Legal Name [insert Proposer'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: [insert Proposer'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 Proposer'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)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information  Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's name] Telephone/Fax numbers: [insert Authorized Representative's name] Email Address: [insert Authorized Representative's name]		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Applicants shall confirm non-existence of conflict of interest		
15. Applicants shall confirm that Non-performance of a contract did not occur within the last 2 years prior to the deadline for application submission, based on all information on fully settled disputes of litigation.		

<sup>4</sup> *The Applicant 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.*

16. Attached are copies of original documents of:

- ☒ Certificate of registration of the business
- ☒ Tax registration / payment certificate
- ☒ Certificate of registration of the business
- ☒ 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.

## Form 2: Joint Venture Declaration

We have entered into a private association/consortium/ joint venture in order to submit joint application for this Pre-qualification notice by United Nations Development Programme (UNDP) If we are awarded the contract, the joint venture agreement shall be notarized and submitted to the Contracting Entity before the contract is concluded. Lead (pilot) partner of our joint venture shall be .....[indicate name of the lead partner]..... until the completion of work.

If we are awarded the contract as a result of the joint tender that we intend to submit, we hereby declare, accept and guarantee that the contract shall be signed by all partners and our partner indicated as the lead partner shall have the full power to act for and on behalf of our joint venture in respect of all issues concerning the contract.

No	Name of the Partner in the JV	Percentage Share*
1		
2		
3		

	Lead Partner	Partner	Partner
Name			
Date			
Signature			
Stamp			

- \* Lead partner's share cannot be less than 50%  
Share of the remaining partner(s) shall not be less than 20%

**Form - 3: Litigation history**

1. Has the Applicant ever failed to complete any awarded work within the last 3 years?  
(If Yes, attach explanation)

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2. Company's history of litigation or arbitration from contracts executed in the last three years or currently under execution. Please indicate for each case year, name of employer, cause of litigation, matter in dispute, disputed amount and whether the award was for or against company.  
(If applicable, attach explanation)

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3. Has the Applicant filed any lawsuits or claims with regard to construction contracts within the last three years?  
(If Yes, attach explanation)

---

**Form – 4: General Construction Experience: Projects Completed / Ongoing**

No	Name of the Employer / Client (Address and contact details)	Name and location of project	Project start and completion Dates	Project type: Building, Sewage, Water, Roads, etc	Project Amount or Contract Price (US\$)	Attached Certificate/ Contract/POs
1						
2						
3						
4						
5						
6						
7						
8						

Applicants are requested to complement the information inserted in table above with a copy of the respective contract / purchase order/s.

Further Applicants are required to include in their applications, statement of Satisfactory Performance from 3 relevant Clients.

**Form – 5: Relevant Construction Experience**

	<b>Description of project and of the works of similar nature included in it</b>	<b>Year and degree of project completion</b>	<b>Value of works of similar nature included in</b>
Project 1	<i>(indicate project description, location and outline what are the works of similar nature conducted i.e site preparation, plumbing, electricity, vertical construction works, etc) plus well as the Applicants role in executing the referred works (management contractor, major contractor, subcontractor, etc.)</i>		
Project 2			

**Form -6 : Key Personnel Form**

*Guidance note: The key personnel form should be printed on company letterhead, signed by the authorized representative(s) of the Applicant, dated and stamped. The form should be supplemented by the SIGNED CVs of the proposed key personnel, copies of their diplomas, and other supporting documents (certifications, membership to professional bodies etc.) as applicable.*

To: UNDP

**KEY PERSONNEL FORM**

We, the undersigned, confirm that the following key personnel whose names and qualifications have been summarized below will be available for engagement in connection with any possible contract awarded on the base of this pre-qualification notice. Attached are the signed CVs of the proposed key personnel, along with copies of their diplomas and other supporting documents as applicable.

#	Key Personnel	Name and Last Name	Designation / Role / Expertise	Education (Degree)	Years of Professional Experience	Years of Similar Work Experience

## CV Template

*Guidance note: The following CV template should be used by the applicants for all of the proposed key personnel. Note that the CV should be signed and dated by the proposed key personnel. At the minimum the copies of the diplomas of the proposed key personnel should be attached.*

Position*:		
<b>Personnel Information</b>	Name	Date of Birth:
	University Degree*:	
	Professional Qualifications:	
<b>Present Employment</b>	Name of the Employer	
	Address of the Employer	
	Telephone	Contact Person:
	Fax	Email:
	Job Title	Years with present Employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project. Add/delete rows as applicable.

From *	To*	Company, Project , Position, and Technical and Management Experience*

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describes me, my qualifications and my experience. I confirm my intention to serve within the proposed capacity and my availability to perform the duties as per the requirements.

Signature and Date:     [signature of the proposed personnel and the date of signature]     .

Attachments: Copy of diploma(s), etc.

## Form 7: Equipment Form

*Guidance Note: The key equipment form should be printed on company letterhead, signed by the authorized representative(s) of the applicant, dated and stamped. The Applicant must demonstrate that it will have access, at the minimum, to the same list of equipment that has been used by the Applicant over the last two years and which is required to be listed hereafter. Applicants are required to confirm either ownership of each of the pieces of equipment included in the list below and/or access to it through agreed rental/leasing agreements.*

### EQUIPMENT FORM

(applicants to complete information on the equipment used over the last two years)

Equipment description and capacity	Quantity	Year of Manufacture	Current Location	Status/Condition of the equipment	Indicate form of access to the equipment (i.e. ownership, lease, rental, etc.)

*Note: please add all equipment that is with the firm/company.*

Best regards,

\_\_\_\_\_  
[Signature of the Authorized Representative(s) of the Proposer]

Name: [Insert name(s) of the Authorized Representative(s) of the Proposer]

Address [insert street number/town or city/country address]

Dated on [insert the date: DD/MM/YYYY]

**Form - 8: Financial Situation**

*(to be printed on company letterhead, signed, dated and stamped)*

Applicant's Legal Name \_\_\_\_\_ Date \_\_\_\_\_

	2014	2015	Average
<b>Total Assets (TA)</b>			
<b>Total Liabilities (TL)</b>			
<b>TA/TL Ratio</b>			
<b>Net Worth (NW)</b>			
<b>Current Assets (CA)</b>			
<b>Current Liabilities (CL)</b>			
<b>CA/CL Ratio</b>			
<b>Total Revenue (TR)</b>			
<b>Profits Before Taxes (PBT)</b>			

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

- \* Must reflect the financial situation of the Applicant
- \* Historical financial statements must be audited by a certified accountant
- \* Historical financial statements must be complete, including all notes to the financial statements
- \* Historical financial statements must correspond to accounting periods already completed and audited

*Note: Companies/Firms applying through Joint Venture are requested to please provide the Audited Account of Lead Partner.*

Name:

Company Name:

**Form 9: Detail of existing Applicant's workload**

<b>Project Reference and name of client</b>	<b>Applicant's role in the project and detailed description of works</b>	<b>Value of work to be executed by Applicant</b>	<b>Estimated time of full completion</b>

## **Section 6: Technical Bid Form<sup>5</sup>**

**Site preparation works for the upcoming construction of camp internal roads and Site preparation inside camp in Baharka2 Camp In Erbil Governorate**

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

<b>SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES</b>
1. Technical description of items: Confirmation that all items requested in Data Sheet sections 4, 26 and 27, Section 3, Schedule of requirements and technical specifications and a detailed BOQ, Section 7, have been included and priced in the bidder's offer.
2. Bidder's Statement Regarding Deviations/Non-Compliance : Any departure from the provisions of the specification shall be disclosed in the table provided as BoQ
3. Descriptive literature: Bidders shall provide full technical details of all items offered in technical sheets or catalogues with pictures showing detail and general views of the equipment and components. Specific details/models of items offered should be clearly stated as standard technical sheets or catalogues may offer different options.
4. Further to the Schedule of Requirements, Bidders are requested to take note and submit additional documentation required in Section 3, Part A2: related services.

<sup>5</sup> *Technical Bids not submitted in this format may be rejected.*

## **Section 7: Price Schedule Form**

### **Tender Price Breakdown**

Bidders are required to complete columns titled "rate" and "amount" in table below (both marked in grey in the table below)

<b>Project Name : Provision, Construction, and Installation of Sewage Networks in IDPs/Returnees Durable Shelter Compound in Ramadi, Anbar Governorate</b>					
<b>#</b>	<b>Item Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Price USD</b>	<b>Amount USD</b>
<b>1</b>	<b>Sewage network and Septic tank</b>				
<b>1.1</b>	Installing main Sanitary network Pipes PVC High Pressure pipes Dim 6" Quantity About 2480 m.l.	L.S	1		
<b>1.2</b>	Installing main Sanitary network Pipes PVC High Pressure pipes Dim 8" Quantity About 645 m.l.	L.S.	1		
<b>1.3</b>	<b>Septic Tank:</b> Provision of materials and construction of septic tank (5x3x2.5)m internal dimension, includes excavation, plain concrete 20cm (1:2:4) for foundation, building walls with solid concrete blocks 15x20x40cm with cement mortar 1:3 (40cm)thickness , plastering both sides , casting reinforced concrete for slab 15cm thickness (12 mm steel bars at 15cm center to center both direction double net), two iron cover 50x50cm with all pipes and ventilation and all requirements of works according to specifications and instruction of supervisor engineer.	No.	8		
<b>1.4</b>	<b>Manholes:</b> construction concrete block with cement plastering manhole with size (100 x 100) cm inner dimension with foundation and cover, with filling all the surrounding faces and base with concrete (1:2:4) with connecting to incoming and outgoing pipes. The work includes all required excavations according to specifications and instruction of supervisor engineer.	No	172		
<b>1.5</b>	<b>Manholes:</b> construction plastic manhole with size (40 x 40) cm with cover, with filling all the surrounding faces and base with concrete (1:2:4) with connecting to incoming and outgoing pipes.	No	400		

	The work includes all required excavations according to specifications and instruction of supervisor engineer.				
--	--	--	--	--	--

[Signature of the Authorized Representative(s) of the Proposer]

STAMP

Name: [Insert name(s) of the Authorized Representative(s) of the Proposer]

Address [insert street number/town or city/country address]

Dated on [insert the date: DD/MM/YYYY]

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*No deletion or modification may be made in these forms. Any such deletion or modification may lead to the rejection of the offer.*

## **SECTION 8: FORM FOR PERFORMANCE SECURITY<sup>6</sup>**

*(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: 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 , 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 and full completion of services by the Contractor.

### **SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date .....

Name of Bank .....

Address .....

<sup>6</sup> *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: CONTRACT



### MODEL CONTRACT FOR WORKS

Date \_\_\_\_\_

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 \_\_\_\_\_ (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, Revision Oct 2000 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<sup>1</sup> [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]

<sup>1</sup> If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Technical Specifications/Drawings, as appropriate.

## 2. Obligations of the Contractor

- 2.1 The Contractor shall commence work within **30** 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 **within** \_\_\_\_\_ in accordance with the Contract. The Contractor shall provide all materials, supplies, labour 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

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

### MILESTONE<sup>2</sup>

### AMOUNT

- 3.4 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.
- 3.5 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.
- 3.6 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

## 4. Special conditions<sup>3</sup>

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<sup>2</sup> In the case of advance payments, the amount should not exceed 15%.

<sup>3</sup> Under this Section, the Programme Officer may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted.



\_\_\_\_\_ [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 \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **ANNEX I**

### **UNDP GENERAL CONDITIONS OF CONTRACT FOR WORKS**

Please note that a full set of UNDP General Conditions of contract for civil works is available from the following internet Link [http://procurement-notice.undp.org/view\\_file.cfm?doc\\_id=17648](http://procurement-notice.undp.org/view_file.cfm?doc_id=17648).