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## INVITATION TO BID

**Supply and Delivery of Electrical and Engineering Equipment for Vocational Training Center (VTC) in the Industrial School in Qurna, Basra, Iraq**

ITB No.: **ITB-215/19**

Project: **The community security integration pilot (CSIP), Project UNDP**

Country: **IRAQ**

Issued on: **7 October 2019**

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## Section 1. Letter of Invitation

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

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Returnable Bidding Forms
  - o Form A: Bid Submission Form
  - o Form B: Bidder Information Form
  - o Form C: Joint Venture/Consortium/Association Information Form
  - o Form D: Qualification Form
  - o Form E: Format of Technical Bid
  - o Form F: Price Schedule
  - o Form G: Form of Bid Security [Not Required]
  - o Form Ga: Form for confirmation of Bid security [N/A]
  - o Form H: Form for Performance Security [N/A]
  - o Form I: Form for Contract, including General Terms and Conditions for Civil Work
  - o Annex 1: BOQs in Excel
  - o Annex 2: Technical Compliance Sheets
  - o E-Tendering guidelines

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

"Bidders can download the complete tender documentation from the e-Tendering upon registration". The solicitation documents is attached for record and easy reference for bidders.

Name of focal point for clarifications: Mr. Mahbobulhaq Faizi      Email Address: [mahbobulhaq.faizi@undp.org](mailto:mahbobulhaq.faizi@undp.org)

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

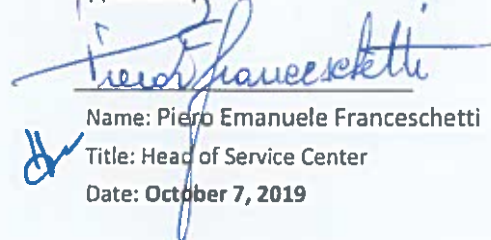
UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:



Name: Mahbobulhaq Faizi  
Title: Procurement Analyst  
Date: October 7, 2019

Approved by:



Name: Piero Emanuele Franceschetti  
Title: Head of Service Center  
Date: October 7, 2019

## Section 2. Instruction to Bidders

GENERAL PROVISIONS	
<b>1. Introduction</b>	<p>1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a></p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p> <p>1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (<a href="http://www.ungm.org">www.ungm.org</a>). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
<b>2. Fraud &amp; Corruption, Gifts and Hospitality</b>	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a></p>
<b>3. Eligibility</b>	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
<b>4. Conflict of Interests</b>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <p>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</p> <p>b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or</p> <p>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</p>

	<p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
<b>B. PREPARATION OF BIDS</b>	
<b>5. General Considerations</b>	<p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p>
<b>6. Cost of Preparation of Bid</b>	<p>6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<b>7. Language</b>	<p>7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
<b>8. Documents Comprising the Bid</b>	<p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
<b>10. Technical Bid Format and Content</b>	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise</p>

	specified in this ITB.
<b>11. Price Schedule</b>	<p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
<b>12. Bid Security</b>	<p>12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ul style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul> </li> </ul>
<b>13. Currencies</b>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> <li>a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and</li> <li>b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</li> </ul>
<b>14. Joint Venture, Consortium or Association</b>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> </ul>

	<p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<b>15. Only One Bid</b>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;</li> <li>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li> </ul>
<b>16. Bid Validity Period</b>	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<b>17. Extension of Bid Validity Period</b>	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
<b>18. Clarification of Bid (from the Bidders)</b>	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
<b>19. Amendment of Bids</b>	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
<b>20. Alternative Bids</b>	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If</p>



	<p>submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”</p>
<b>21. Pre-Bid Conference</b>	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to ITB.</p>
<b>C. SUBMISSION AND OPENING OF BIDS</b>	
<b>22. Submission</b>	<p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
<b>Hard copy (manual) submission (N/A)</b>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
<b>Email and eTendering submissions</b>	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> <li>Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> <li>Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</li> </ol> <p>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</a></p>
<b>23. Deadline for Submission of Bids and Late Bids</b>	<p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of</p>

	Bids.
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
<b>25. Bid Opening</b>	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
<b>D. EVALUATION OF BIDS</b>	
<b>26. Confidentiality</b>	<p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
<b>27. Evaluation of Bids</b>	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> <li>Preliminary Examination including Eligibility</li> <li>Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>Qualification assessment (if pre-qualification was not done)</li> </ol> <ol style="list-style-type: none"> <li>Evaluation of Technical Bids</li> <li>Evaluation of prices</li> </ol> <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
<b>28. Preliminary Examination</b>	<p>28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
<b>29. Evaluation of Eligibility and Qualification</b>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> <li>They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources</li> </ol>

	<p>applicable to the supply of goods and/or services required;</p> <p>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</p> <p>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</p> <p>f) They have a record of timely and satisfactory performance with their clients.</p>
<b>30. Evaluation of Technical Bid and prices</b>	<p>30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
<b>31. Due diligence</b>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <p>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</p> <p>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;</p> <p>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</p> <p>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
<b>32. Clarification of Bids</b>	<p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
<b>33. Responsiveness of Bid</b>	<p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<b>34. Nonconformities, Repairable Errors and Omissions</b>	<p>34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <p>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line</p>

	<p>item total as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
<b>35. Right to Accept, Reject, Any or All Bids</b>	35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
<b>36. Award Criteria</b>	36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
<b>37. Debriefing</b>	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
<b>38. Right to Vary Requirements at the Time of Award</b>	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
<b>39. Contract Signature</b>	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
<b>40. Contract Type and General Terms and Conditions</b>	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
<b>41. Performance Security</b>	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
<b>42. Bank Guarantee for Advanced Payment</b>	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a>
<b>43. Liquidated Damages</b>	43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
<b>44. Payment Provisions</b>	44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice

	and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
<b>45. Vendor Protest</b>	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a></p>
<b>46. Other Provisions</b>	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p>

## Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will not be conducted
5	16	Bid Validity Period	120 days
6	13	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: <b>0.5%</b> Max. number of days of delay <b>30 Calendar days</b> , after which UNDP may terminate the contract.
9	40	Performance Security	Not Required
10	12	Currency of Bid	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Mahbobulhaq Faizi Address: UNDP Service Center, Erbil E-mail address: <a href="mailto:Mahbobulhaq.faizi@undp.org">Mahbobulhaq.faizi@undp.org</a>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to e-Tendering
14	23	Deadline for Submission	For e-Tendering submission as indicated in e-Tendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering

15	22	Bid Submission Address	<a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> Event ID number: <b>ITB-215/19</b>
16	22	Electronic submission (e-Tendering) requirements	<ul style="list-style-type: none"> <li>Format: PDF files and excel sheets only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded cannot exceed 50MB.</li> </ul>
17	25	Date, time and venue for the opening of bid	In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	<i>November 15, 2019</i>
20		Maximum expected duration of contract	3 weeks
21	35	UNDP will award the contract to:	One bidder Only
22	39	Type of Contract	Purchase Order
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts
24		Other Information Related to the ITB	Prior award of the Contract to the technically qualified lowest price bidder, UNDP reserves the right to conduct an inspection and sample check of offered products in order to assure the right quality for the offered Goods.

## Section 4. Evaluation Criteria

### Preliminary Examination Criteria

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

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity

### Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
<b>Bankruptcy</b>	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
<b>Certificates and Licenses</b>	<ul style="list-style-type: none"> <li>▪ <b>Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation.</b></li> <li>▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country.</li> </ul>	Form B: Bidder Information Form
<b>QUALIFICATION</b>	<ul style="list-style-type: none"> <li>• Minimum 2 contracts of similar in nature (supply of electrical/engineering equipment/tools) over the last 7 years.</li> </ul> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	
<b>Other qualifications</b>	<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 goods/services being procured.</li> <li>• Filled Price schedule (BOQ) duly signed and stamped; Bidder should provide submitted BOQ in PDF and Excel formats;</li> <li>• Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation.</li> <li>• Statement of Satisfactory Performance from the Top two (2) Clients in terms of Contract Value for similar (<b>Supply of Electrical/Engineering Equipment/Tools</b>) implemented over the last 7 years</li> <li>• Warranty on supplied equipment for a minimum period of One Year.</li> </ul>	






	<ul style="list-style-type: none"> <li>Compliance with the Technical Specifications of the offered equipment.</li> <li>Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past five years [2013-2014-2015-2016-2017]. The bidders can submit 2018 Audited financial statement which will be considered for evaluation.</li> <li>Filled Technical Compliance Sheets to meet the Technical Requirements and specifications of the BOQ;</li> <li>Compliance with the delivery terms and conditions/completion deadline set by UNDP of (Three weeks upon issuance of PO)</li> <li>Attached copies of catalogues/pictures for items as applicable.</li> </ul>	
<b>History of Non-Performing Contracts<sup>1</sup></b>	<ul style="list-style-type: none"> <li>Non-performance of a contract did not occur as a result of contractor default for the last 3 years.</li> </ul>	Form D: Qualification Form
<b>Litigation History</b>	<ul style="list-style-type: none"> <li>No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.</li> </ul>	Form D: Qualification Form
<b>Previous Experience</b>	<ul style="list-style-type: none"> <li>List and value of projects performed for the last 7 years, plus client's contact details who may be contacted for further information on those contracts</li> <li></li> </ul>	Form D: Qualification Form
	<ul style="list-style-type: none"> <li>Statement of Satisfactory Performance from the Top two (2) Clients in terms of Contract.</li> </ul>	Form D: Qualification Form
<b>Financial Standing</b>	<ul style="list-style-type: none"> <li>Minimum annual turnover of <b>USD 150,000</b> in any single year during the last five years (2013-2014-2015-2016-2017). The bidders having an Audited statement for 2018 can also submit and will be considered for further evaluation.</li> </ul> <p>Additionally, UNDP may request other financial tools/facilities to prove the bidder has financial capability (if required).</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <p><i>However, the leading company shall meet not less than 40% of the turnover criteria and financial resources criteria.</i></p> <p>Note: UNDP shall verify the 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>	Form D: Qualification Form
<b>Technical Evaluation</b>	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
<b>Financial Evaluation</b>	Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable) Comparison with budget/internal estimates.	Form F: Price Schedule Form





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






	"Price Deviation: Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the real local market prices at the time of bids preparation.	
Proposed Staff	N/A	
Equipment	N/A	
Implementation timetable	3 weeks	
Additional Info	<p><b>UNDP has zero tolerance for fraud and corruption, meaning that UNDP vendors are not to engage in fraud or corruption. Vendors engaged in fraud and corruption will be subject to sanctions. Fraud includes the submission of fraudulent or misrepresented documents, such as bid securities and financial statements.</b></p> <p>لن يتسامح برنامج الأمم المتحدة الإنمائي على التزوير أو الفساد، ما معناه أن مقدم الخدمة لن يتورط في أي عملية تزوير أو فساد، وعكس ذلك سيتعرضون إلى العقوبات. يشمل التزوير تقديم الوثائق المزورة أو العمل على تقديم وثائق خاطئة، مثل خطابات ضمان وكشوفات مالية</p>	




## Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities


### Schedule of Requirements

No	Training tool		Description	Qty	Unit price	Total Price	
1	Multi Tester	جهاز فحص متعدد	Basic features Fluke 15B or equivalent True-rms readings Avg AC Basic DC accuracy 0.50% Basic AC accuracy 3.00% AC bandwidth 500 Hz Digits 3.5 Counts 4000 Voltage AC/DC 1000 V Current AC/DC 10A/400 ìa Resistance 40 MÙ Frequency 100 kHz Display hold/auto (touch) hold DH Battery life hours 500 Low battery indication Operating temperature range - 0 °C, +40 °C	5			
2	Insulation Tester	جهاز فحص العازلية	Measurement range: , 0.01 MÙto 2000 MÙmodel 1503 or equivalent Test voltages: 50 V, 100 V, 250 V, 500 V, 1000 V Test voltage accuracy: + 20 %, - 0 % Short-circuit test current: 1 mA nominal Auto discharge: Discharge time < 0.5 second for C = 1 μF or less Live circuit detection: Inhibit test if terminal voltage > 30 V prior to initialization of test Maximum capacitive load: Operable with up to 1 μF load	2			
3	tool box	صندوق عده متكامل	Tool Box : Heavy duty pliers for general use in cutting and twisting wires, Side Cutters, Cable Cutters, Crimping Pliers, Needle Nose Pliers, Wire Strippers, Channellock end Hex Keys.	20			

4	PROGRAMMABLE LOGIC CONTROLLER	جهاز تحكم	SIEMENS S7-200 CPU 226 DC/DC/DC 24 Inputs/16 Outputs Program memory: with run mode edit 16384 bytes without run mode edit 24576 bytes Data memory 10240 bytes Memory backup 100 hours typical Local on-board I/O Digital Analog 24 In/16 Out High-speed counters Single phase 6 at 30 kHz Two phase 4 at 20 kHz Pulse outputs (DC) 2 at 20 kHz Analog adjustments 2 Real-time clock Built-in Communications ports 2 RS--485 Floating-point math Yes Digital I/O image size 256 (128 in, 128 out) Boolean execution speed 0.22 microseconds/instruction	2			
5	Claw hammers, plastic shafts	مطارق	Claw hammers, plastic shafts w:450 g L:330mm L1:130mm	20			
6	overall	ملابس عمل	High quality working overalls work wear, blend: 65% polyester/35% cotton twill	35			
<b>Total</b>							
1	wires and cables	اسلاك وكابلات متنوعه	1.5 Sq.mm Copper PVC Insulated Wire -(90m, Black) Qty 10 Roll 1.5 Sq.mm Copper PVC Insulated Wire -(90m, Red) Qty 10 Roll 2.5 Sq.mm Copper PVC Insulated Wire -(90m, Black) Qty 10 Roll 2.5 Sq.mm Copper PVC Insulated Wire -(90m, Red) Qty 10 Roll	40			





2	Electrical installation materials, these materials according to vocational manager request	مواد تاسيسات كهربائية متنوعة	nail, clips Qty 10 box Rigid and Flexible PVC Conduit QTY 100 Outlet, pull and junction boxes in general QTY 50 Lighting switches. QTY 40 Convenient Socket Outlets and inlet ( double ,triple ) QTY 100 Telephone Outlets. Qty 20 main circuit panel Qty 20 voltmeter gauge Qty 20 Amp meter gauge Qty 20 signal lights Qty 20	1			 
3	Panel	لوحات سيطرة فارغه	a steel powder coated 3 phase 4 way distribution board 50 X 50	25			
4	contactor	موصلات	control circuit type AC 50/60 Hz [Uc] control circuit voltage 230 V AC 50/60 Hz auxiliary contact composition 1 NO + 1 NC  poles description 3P power pole contact composition 3 NO [Ue] rated operational voltage <= 300 V DC for power circuit <= 690 V AC 25...400 Hz for power circuit [Ie] rated operational current 32 A (<= 60 °C) at <= 440 V AC AC-3 for power circuit 50 A (<= 60 °C) at <= 440 V AC AC-1 for power circuit	25			
5	push\ button switch	قواطع	A push to make switch allows electricity to flow between its two contacts when held in. When the button is released, the circuit is broken. This type of switch is also known as a Normally Open (NO) Switch.	30			

6	overload switch	مقياس زياده الحمل	thermal protection adjustment range 17...25 A[Ui] rated insulation voltage 600 V power circuit conforming to CSA 600 V power circuit conforming to UL 690 V power circuit conforming to IEC 60947-4-1network frequency 0...400 Hztripping threshold 1.14 +/- 0.06 Ir conforming to IEC 60947-4-1[Ith] conventional free air thermal current 5 A for signaling circuitpermissible current 0.72 A at 500 V AC-15 for signaling circuit[UE] rated operational voltage 690 V AC 0...400 Hz[Uimp] rated impulse withstand voltage 6 kVphase failure sensitivity Tripping current 130 % of Ir on two phase, the last one at 0control type Red push-button stop Blue push-button for reset modetemperature compensation -20...60 °C	30			
7	installation pipe	انابيب مد اسلاك	installation pipe	100			
	Total					\$0.00	 PW - INSULATING ELECTRICAL PIPE & FITTINGS (EN)
Grand Total						\$0.00	

No	Training tool		Description	Qty	Unit price	Total Price	Specifications/Remarks
1	Tables for 3 classrooms	كراسي او رحلات	Wooden student chairs with writing pad, High quality plywood with fireproof board, comfortable and durable and high-quality metal frame with epoxy powder coated, durable and anti-rust	90			
2	Air cooling devices.	اجهزه تبريد	36000 BTU	3			Refer to Compliance Sheet
3	Water fridge	مبرد ماء	REFRIGATOR & WATER COOLER (2 taps)	2			Refer to Compliance Sheet
4	whiteboard	سبوره	white board 240 X 120	3			


5	copy machine	جهاز استنساخ	Print, copy, color scan, send and optional fax functionality Fast A3 color and B&W output at 25 ppm Convenient mobile printing and scanning support Easy-to-use 25.7 cm (5") color LCD touchscreen 2,300 sheet capacity 3-in-1 finishing: staple, staple-on-demand and eco staple, RADF scanning and copying Trusted security Keep documents safe	1			
6	Generator maintenance	صيانة مولد الكهرباء	Generator model (Perkins 70 KVA)	1			Refer to Compliance Sheet
7	Supply fuel tank	خزان وقود	Plastic Tank 500 L with installation	1			
8	Supply Diesel fuel 400 liter	وقود	400 liters	1			
<b>Total</b>						<b>\$0.00</b>	


No	Training tool		Description	Qty	Unit price	Total Price	Remarks
1	double gauge	مقياس ضغط	Measuring Range 0-800psi Type R410 A-B Feature Highly Durable Body Material Brass Working Pressure 500 Bursting Pressure 2500 Hose Connections 1/4" SAE	5			
2	vacuum pump	جهاز تفريغ	Voltage 230V/50Hz Free air displacement 7 CFM Ultimate Vacuum 150 micron Number of stages 1 Motor ½ HP Intake ports 1/4" & 3/8" Flare Oil Capacity 415 ml	5			
3	flaring tool\cutter	عدد تبريد	flaring tools, piper expander, tube cutter, chamfering	5			

4	tube bender	عدد ثني	tool	5			
5	gas torch	جهاز شعله	tool	5			
6	leak detector	متحسس التسريب	Heated semiconductor Sensor Life Over 1-year, normal use Sensitivity (134A) 3g / .105 oz. per year Alarm Type Variable intensity audible and visual LED alarms Probe Length 400mm / 15.75 Warm-up Time 45 seconds Battery Life 8 hours Battery Type (4) AA Alkaline Operating Temp. 0° to 40°C (32° to 104°F) Refrigerants 134A, 404A, 410A, R407C, R22, R502, R600A CE Rating Yes Size 8.5" x 2.6" x 2.2" Weight .80 lbs. (2.2 lbs. with case)	5			
7	charging scale	جهاز حجم الشحن	Resolution: 0.1 oz./0.01 lb./0.01 kg Display: Sealed LCD with high resolution 0.5" characters Keypad: Moisture resistant membrane keypad with tactile metal domes Operating temperature range: 32° to 122°F (0° to 50°C) Storage temperature range: -4° to 158°F (-20° to 70°C) Power: 9V battery, battery life approximately 25 hours Platform size: 9" x 9" (228 mm x 228 mm) Case size: 15.5" x 12.25" x 3.25" (394 mm x 311 mm x 83 mm)	5			






			Accuracy: $\pm 0.5$ oz./ $\pm 0.03$ lb./ $\pm 0.015$ kg or 0.1% of reading, whichever is greater Total unit weight: 9 lbs. (4.1 kg)				
8	expander tool	ممدد الانابيب	tool	5			
9	tool box	صندوق عده متكامل	tool	5			
10	overall	ملابس عمل	High quality working overalls work wear, blend: 65% polyester/35% cotton twill	35			
<b>Total</b>						<b>\$0.00</b>	
1	fridge	ثلاجه	Refrigerator 530L	1		\$0.00	
2	air conditioner window type	مكيف هواء جداري	air conditioner window type	1			
3	air conditioner split type	مكيف هواء سبليت	air conditioner split type	1			
4	freezer	مجمده	Chest Freezer 227L	1			
5	copper tube	انابيب نحاس	1- 1/4 `` length 2 m 2- 3/8 `` length 2m 3- 1/2 `` length 2m 4- 5/8 `` length 2m 5- 3/4 `` length 2m	5			

6	valve	صمامات	1- 1/4 `` AC Valve Qty 2 2- 3/8`` AC Valve Qty 2 3- 1/2 `` AC Valve Qty 2 4- 5/8 ``AC Valve Qty 2 5- 3/4 `` AC Valve Qty 2	5				
7	welding materials	مواد لحام		10				
	Total						\$0.00	
Grand Total							\$0.00	

No	Training tool		Description	Origin	Qty	Unit price	Total Price	Remarks
1	welding machine 500 A	ماكينة لحام 500 كبيره A	Mains voltage 400/415/500 V V, 3~50 Hz 440-460/550 V, 3~60 Hz Permitted load at 35% duty cycle 400 A 60% duty cycle 315 A 100% duty cycle 250 A Setting range (DC) 8 A/20V - 400 A/36V Open circuit voltage 80-87 V Open circuit power 340W Power factor at maximum current 0,9 Efficiency at maximum current 74% Inductance outlets 2 Dimensions lxwxh 1310x 765 x 705 mm Weight 195 kg Operating temperature -10 till +40°C Enclosure class IP 23 Application classification S	ESAB	6			
2	welding machine 200 A	ماكينة لحام 200 كبيره A	Mains voltage V/ph Hz 230/1 50/60Fuse (slow), A 32 Permitted load at 40°C, MMA	ESAB	6			

			<p>35% duty cycle, A/V 200/28  60% duty cycle, A/V 135/25,4  100% duty cycle, A/V 120/24,8  Permitted load at 40°C, TIG  35% duty cycle, A/V 200/18  60% duty cycle, A/V 135/15,4  100% duty cycle, A/V 120/14,8  Setting range MMA (DC), A 5 - 200  Open circuit voltage, V 66,3  Phase current I<sub>1eff</sub> (TIG) 16,6 A  Phase current I<sub>1eff</sub> (MMA) 24,1 A  Dimensions l x w x h, mm 360 x 140 x 230  Weight, kg 7,5  Enclosure class IP 23S  Application classification S</p>					
3	iron cutting machine 10 Hp	<p>کتر قطع  حديد 10  حصان</p>	<p>1" spindle arbor, 2500 RPM  Magnetic contactor and overload with 24v controls  Table dimensions: 28.75" x 26"  Arm travel: 12"  Foot operated chain vise  This unit has a part capacities: 6" x 18" for structural, I-beam, and most parts with unique shapes.  This radial arm saw head can be locked into place with a flip of a handle for chop action.  Dimensions: L 60" W 28" H 45"  2500 RPM @ spindle, Wt. 1100 lbs.  3PH FLA: 208V 39.6 amps, 230V 36.4 amps and 460V 18.2 amps.</p>	<b>MK-Ko</b>	1			

4	angle grinder 230 m	كوسره حجم 230 ملم	Bore Size: 22mm Wire Cup Brush: 110mm Input Wattage: 2,000 Wheel Size: 230mm Spindle Size: M14 X 2mm No Load Speed: 6,600rpm Net Weight: 4.7kg Standard Equipment Lock nut wrench, side handle, wheel guard	<b>Makita ESAB</b>	6			
5	angle grinder 180 m	كوسره حجم 180 ملم	Diameter : 4" No Load Speed : 11,000 RPM Spindle Thread : M10 x 1.25 Lock-On Switch : Yes Lock-Off Switch : No Switch Type : Body grip/slide Overall Length : 10- 1/2" Net Weight : 3.7 lbs. Variable speed control dial : No Electric Brake : No Power Type : Corded Bind-Up Control : No Shipping Weight : 9.55 lbs.		6			
6	impact drill	درييل	Continuous rating input 510 W Capacity Steel: 13 mm (1/2")  Wood: 36 mm (1- 3/8") No load speed 0 – 550 rpm Overall length 275 mm (10-7/8") Net weight 2.2 kg (4.8 lbs) Power supply cord 2.5 m (8.2 ft.)		6			

7	fixed drill	درييل ثابت	Continuous rating input 250 W HP1 / 3 Drilling capacity Steel: 13 mm (1/2")  Wood: 24 mm (15/16") (50Hz) rpm 690, 1070, 1560, 2280 No load speed 3,200 (60Hz) rpm Net weight 20 kg (44.1 lbs) Power supply cord 1.75 m (5.7 ft)		2			
8	cut of machine	ماكينة قطع صغيرة	AMPS : 15 Blade Diameter : 14" No Load Speed : 3,800 RPM Max. Cutting Capacity (at 90°) : 5" Arbor : 1" Tool-less blade change : No Tool-less fence adjustment : No Lock-Off Switch : Yes Electric Brake : No Overall Length : 19- 3/4" Net Weight : 37 lbs. AC/DC switch : No		6			
9	Mechanic's hammers fiber shaft	مطرقة	Mechanic's hammers fiber shaft	Beta	10			
10	Cable 2X4mm	كابل	electrical Cable 2X4mm		100			
11	welding holder	مقبض لحام		ESAB	20			
12	welding cable 75 m	كابل لحام	cable 75 m	ESAB	100			
10	overall	ملابس عمل	overall		35			
	<b>Total</b>						<b>\$0.00</b>	

1	Steel angle equal 1 in	حديد زاوية 1 انج			20			
2	Steel angle equal 1.5 in	حديد زاوية 1.5 انج			20			
3	Steel angle equal 2 in	حديد زاوية 2 انج			20			
4	Steel angle equal 3 in	حديد زاوية 3 انج			20			
5	steel flat	حديد راسطة			20			
6	steel UPA 3 in	حديد جنل 3 انج			20			
7	steel UPA 4 in	حديد جنل 4 انج			20			
8	steel section square 3 in	حديد مربع المقطع 3 انج			20			
9	steel section square 3 in	حديد مربع المقطع 4 انج			20			
10	different Welding wire	اسلاك لحام متنوعه			10			
	Total						\$0.00	
Grand Total							\$0.00	

**Notes:**

1- The specification sheets, catalogues, pictures and **samples** for each item must be submitted and or made available to UNDP inspection team for verification prior to the award of Contract. UNDP reserves the right to reject any item which does not meet the minimum requirement.

2- The works should include uploading, transportation and offloading of the Goods in their places inside the Technical Vocational Center (VTC) in Qurna, Basra.

**\*\*Please attach with your bid clear pictures and brochure for all products as applicable\*\***

## Section 5b: Other Related Requirements

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Term [INCOTERMS 2010] (Pls. link this to price schedule)	DAP						
Exact Address of Delivery/Installation Location	Vocational Training Center in the Industrial School in Qurna / Basra						
Mode of Transport Preferred	Land						
UNDP Preferred Freight Forwarder, if any <sup>2</sup>	N/A						
Distribution of shipping documents (if using freight forwarder)	Click here to enter text. In case the equipment is imported from abroad, the successful company must submit the shipping documents in advance to UNDP for obtaining exemption certificate. UNDP will not take any responsibility for demurrages or delay in obtaining exemption certificate. It will be bidder’s responsibility to clear the shipment.						
Customs, if required, clearing shall be done by:	Choose an item. UNDP will only provide facilitation letter for the exemption. It will be bidder’s responsibility to clear the shipment from the custom authorities.						
Ex-factory / Pre-shipment inspection	N/A						
Inspection upon delivery	Required						
Installation Requirements	Required						
Testing Requirements	Required						
Scope of Training on Operation and Maintenance	Required						
Commissioning	N/A						
Warranty Period	Required (As per the standard manufacturer policy)						
Local Service Support	Required						
Technical Support Requirements	As per the BOQ.						
After-sale services Requirements	Required						
Payment Terms (max. advanced payment is 20% as per UNDP policy)	UNDP shall issue payments to the contractor per an agreed payment modality based on progress of the works as per the following details; <table><tr><td>#</td><td>Item / Description / Milestone</td><td>% of Payment</td></tr><tr><td>1</td><td>Payment will be made upon satisfactorily delivery of all equipment as per ITB.</td><td>100%</td></tr></table>	#	Item / Description / Milestone	% of Payment	1	Payment will be made upon satisfactorily delivery of all equipment as per ITB.	100%
#	Item / Description / Milestone	% of Payment					
1	Payment will be made upon satisfactorily delivery of all equipment as per ITB.	100%					
Conditions for Release of Payment	<input checked="" type="checkbox"/> Others (Upon successfully and satisfactorily delivery of equipment <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements						
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English						

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

## Section 6: Returnable Bidding Forms / Checklist

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

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

### Technical Bid:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ Form A: Bid Submission Form - <b>Mandatory</b>	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form – <b>Mandatory, if applicable</b>	<input type="checkbox"/>
▪ Form D: Qualification Form - <b>Mandatory</b>	<input type="checkbox"/>
▪ Form E: Format of Technical Bid/Specifications/compliance sheet	<input type="checkbox"/>
▪ Form G: Form of Bid Security/Certified Cheque- <b>Not required</b>	<input type="checkbox"/>
▪ Form G.1: Bid Security Confirmation – <b>Not required</b>	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

### Price Schedule:

▪ Form F: Price Schedule Form/BOQs signed and stamped - <b>Mandatory</b>	<input type="checkbox"/>
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**Note: The above Mandatory documents must be submitted along with the bid. In case, the bidder did not submit these forms, the bidder's submission will not be further considered.**



## Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB-215/19 - Supply and Delivery of Electrical and Engineering Equipment for Vocational Training Center (VTC) - The Industrial School in Qurna, Basra, Iraq		

We, the undersigned, offer to supply the goods and related services required for **“Supply and Delivery of Electrical and Engineering Equipment for Vocational Training Center (VTC) - The Industrial School in Qurna, Basra, Iraq”** in accordance with your Invitation to Bid No. **ITB-215/19** and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

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

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

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

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

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

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

[Stamp with official stamp of the Bidder]

## Form B: Bidder Information Form

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

**Please attach the following documents:**

- Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured.
- Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation.
- Filled Price schedule (BOQ) duly signed and stamped; Bidder should provide submitted BOQ in PDF and Excel formats;
- Warranty on parts and services for a minimum period of One Year.
- Pictures of items offered.
- Technical compliance sheet of material parts of BOQs; to be filled, signed and stamped.
- Non-performance of a contract did not occur as a result of contractor default for the last 3 years
- No consistent history of court/arbitral award decisions against the Bidder for the last 3 years
- List and value of projects performed for the last 7 years, plus client's contact details who may be contacted for further information on those contracts
- List and value of ongoing projects together with completion ratio with UNDP and other national/multi-national organizations.
- Statement of Satisfactory Performance from the Top two (2) Clients in terms of Contract.
- Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past five years [2013-2014-2015-2016-2017]. The bidders having an Audited statement for 2018 can also submit and will be considered for further evaluation.
- Compliance with the Technical Specifications of the offered electrical/engineering equipment/goods.
- Compliance with the delivery terms and conditions/completion deadline set by UNDP of (3 weeks upon issuance of PO).
- Attach copies of **Catalogues and Pictures** for each item as applicable and required.

## Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB-215/19 - Supply and Delivery of Electrical and Engineering Equipment for Vocational Training Center (VTC) - The Industrial School in Qurna, Basra, Iraq		

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

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

<b>Name of leading partner</b> (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

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

Name of partner:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB-215/19 - Supply and Delivery of Electrical and Engineering Equipment for Vocational Training Center (VTC) - The Industrial School in Qurna, Basra, Iraq		

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

### History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

### Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

### Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 10 years.

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

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

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

☐ Attached are the Statements of Satisfactory Performance from the Top 2 Clients or more.

## Financial Standing

<b>Annual Turnover for the last 5 years</b>	Year 2013	USD
	Year 2014	USD
	Year 2015	USD
	Year 2016	USD
	Year 2017	USD
<b>Latest Credit Rating (if any), indicate the source</b>		

Financial information (in US\$ equivalent)	Historic information for the last 5 years				
	Year 1	Year 2	Year 3	Year 4	Year 5
	<i>Information from Balance Sheet</i>				
Total Assets (TA)					
Total Liabilities (TL)					
Current Assets (CA)					
Current Liabilities (CL)					
	<i>Information from Income Statement</i>				
Total / Gross Revenue (TR)					
Profits Before Taxes (PBT)					
Net Profit					
Current Ratio					

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

- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;
- Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB-215/19 - Supply and Delivery of Electrical and Engineering Equipment for Vocational Training Center (VTC) - The Industrial School in Qurna, Basra, Iraq		

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

### SECTION 1: Bidder's qualification, capacity and expertise

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

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

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

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

Goods and services to be Supplied and Technical Specifications	Your response				
	Compliance with technical specifications		Delivery Date (confirm that you comply or indicate your delivery date)	Quality Certificate/Export Licenses, etc. (indicate all that apply and attach)	Comments
	Yes, we comply	No, we cannot comply (indicate discrepancies)			

Other Related services and requirements <i>(based on the information provided in Section 5b)</i>	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>	
e.g. Delivery Term (2 weeks upon issuance of PO)			
Warranty			
Local Service Support			

### SECTION 3: Management Structure and Key Personnel

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



## FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB-215/19 - Supply and Delivery of Electrical and Engineering Equipment for Vocational Training Center (VTC) - The Industrial School in Qurna, Basra, Iraq		

### ATTENTION: BOQs ATTACHED SEPARATELY

**The BOQs should be downloaded from the system, filled in properly (signed/stamped) and re-attached in the system. Please don't fill the BOQs in the system file.**

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

**Currency of the Bid: USD**

### Price Schedule

Item #	Description	UOM	Quantity	Unit Price	Total Price
FCA charges, if any					
Bid Subtotal FCA (Incoterms 2010) (please state FCA International Airport):					
Transportation/Delivery Cost					
Bid Total DAP, off-loaded/cleared, Place, Country (Incoterms 2010)					
Installation					
Training					
Warranty					
After Sales					
<b>GRAND TOTAL</b>					

Name of Bidder: \_\_\_\_\_

Authorised signature: \_\_\_\_\_

Name of authorised signatory: \_\_\_\_\_

Functional Title: \_\_\_\_\_

## FORM G: Form of Bid Security

**Not Required**

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

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

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated [Click here to enter a date.](#) to execute goods and/or services **XXXXXXXXXX** (hereinafter called "the Bid"):

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

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

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

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

This guarantee shall be valid up to 30 days after the final date of validity of bids.

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

*[Stamp with official stamp of the Bank]*

## FORM Ga: TEMPLATE FOR BID SECURITY CONFIRMATION

**Not Required**

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

Erbil  
Insert: Date

To: The Procurement Entity, UNDP, Iraq

Dear Sir/Madam:

We, the undersigned, hereby confirm that we have submitted and attached the Bid Security amounting to \_\_\_\_\_ with the E-Tendering portal in regard to our offer for **ITB-215/19 Supply and Delivery of Electrical and Engineering Equipment for Vocational Training Center (VTC) - The Industrial School in Qurna, Basra, Iraq** in accordance with your Invitation to Bid dated \_\_\_\_\_ 2018. We are hereby providing the following information to further verify the content of Bid Security, if required by UNDP:

1. Name of Bank:
2. Name of issuing person:
3. Email address:
4. Telephone number:
5. Bank address:

We also hereby declare that:

- a) All the information provided in the Bid Security is correct and legitimate and we accept that any misrepresentation/fake submission in it may lead towards our disqualification for permanent duration.
- b) We also accept and liable to furnish the original bid security to UNDP upon request on immediate basis;

Yours sincerely,

**STAMP OF THE COMPANY**

Name of Firm: \_\_\_\_\_

Contact Details: \_\_\_\_\_

## FORM H: Form for PERFORMANCE SECURITY (Not applicable)

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

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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 Click to enter , to deliver the goods and execute related services Click here to enter text. (hereinafter called "the Contract"):

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

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

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

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

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....



## **47. General Terms and Conditions for Goods**

### **1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

### **2. PAYMENT**

- 2.1.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

### **3. TAX EXEMPTION**

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties

or charges has been made and appropriately authorized.

#### **4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

#### **5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

#### **6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

#### **7. INSPECTION**

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

#### **8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

#### **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to

any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

#### **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

#### **11. ASSIGNMENT AND INSOLVENCY**

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

#### **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

#### **13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

#### **14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

## **15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

## **16. SETTLEMENT OF DISPUTES**

### **16.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

### **16.2 Arbitration**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18. SEXUAL EXPLOITATION:**

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these



purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

#### **19.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### **20. AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.