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INVITATION TO BID

Rehabilitation of Sewerage Network of the Salah Al din General Hospital in Tikrit – Salahuddin Governorate – Iraq

ITB No.: **ITB-139/20**

Project: **FFIS**

Country: **Iraq**

Issued on: **6 April 2020**

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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 (Scope of Works)
Section 6: Returnable Bidding Forms

- Form A: Bid Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Bid
- Form F: Price Schedule
- Form G: Form of Bid Security (Not Applicable)
- Form G.1: Template for Bid Security Confirmation (Not Applicable)
- Form H: Performance Security

Annex 1 – Bill of Quantities *(attached in the e-tendering event)*
Annex 2 - Technical Compliance sheet *(attached in the e-tendering event)*
Annex 3 – Detail Drawings *(attached in the e-tendering event)*
Appendix 1 – UNDP e-tendering user guide for bidders *(attached in the e-tendering event)*

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

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

Username: event.guest
Password: why2change

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

The bidders are highly encouraged to conduct the physical site visit for complete understanding of the Scope of Work prior sending the formal bid to UNDP.

The Procurement notice includes the details of the UNDP focal person for site visit and the email provided is GMAIL account. Bidders may contact the site visit focal person regarding any necessary information to access to site.

Details of Site visit Focal Person:	Eng. Ali Abdulqader Mob: +964 (0) 7706346740 Email: sheikhlyagawati@gmail.com

For clarification and any further information, please feel free to contact the following Focal Person in UNDP:

Mostaq Ahmed, Procurement Analyst
Address: UNDP, Iraq
E-mail address: mostaq.ahmed@undp.org

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

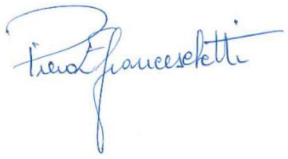
UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:



Name: Mostaq Ahmed
Title: Procurement Analyst
Date: **April 6, 2020**

Approved by:



Name: Piero Emanuele Franceschetti
Title: Head of Service Center
Date: **April 6, 2020**

Section 2. Instruction to Bidders

A. GENERAL PROVISIONS

1. Introduction	1.1	Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d
	1.2	Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
	1.3	UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.
	1.4	As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
2. Fraud & Corruption, Gifts and Hospitality	2.1	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti
	2.2	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	2.3	In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
	2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf
3. Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
	3.2	It is the Bidder's responsibility to ensure that its employees, joint venture

		members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.
4. Conflict of Interests	4.1	Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they: a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
	4.2	In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.
	4.3	Similarly, the Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.
	4.4	The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
B. PREPARATION OF BIDS		
5. General Considerations	5.1	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
	5.2	The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.
6. Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or

		outcome of the procurement process.
7. Language	7.1	The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Bid	8.1	The Bid shall comprise of the following documents and related forms which details are provided in the BDS: a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Bid Format and Content	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
	10.2	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
	10.3	When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
	10.4	When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11. Price Schedule	11.1	The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
	11.2	Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12. Bid Security	12.1	A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
	12.2	The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.
	12.3	If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.
	12.4	In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.
	12.5	The Bid Security may be forfeited by UNDP, and the Bid rejected, in the

	event of any, or combination, of the following conditions: a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids: a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture. 14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP. 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid. 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP. 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between: a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. 14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium

		or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
	14.7	JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Bid	15.1	The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	15.2	Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	16.1	Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.
	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.
17. Extension of Bid Validity Period	17.1	In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.
	17.2	If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	17.3	The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
18. Clarification of Bid (from the Bidders)	18.1	Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	18.2	UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3	UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an

		obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Bids	19.1	At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	19.2	If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	20.1	Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.
	20.2	If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	21.1	When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.
C. SUBMISSION AND OPENING OF BIDS		
22. Submission	22.1	The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.
	22.2	The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
	22.3	Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4	Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows: a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall: i. Bear the name of the Bidder;

	ii. Be addressed to UNDP as specified in the BDS; and iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.
Email and eTendering submissions	22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows: a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS. 22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/
23. Deadline for Submission of Bids and Late Bids	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 23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.
24. Withdrawal, Substitution, and Modification of Bids	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. 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" 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. 24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. 25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late

	submissions, in which case, the Bid shall be returned unopened to the Bidders. 25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION OF BIDS	
26. Confidentiality	26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award. 26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Bids	27.1 UNDP will conduct the evaluation solely on the basis of the Bids received. 27.2 Evaluation of Bids shall be undertaken in the following steps: a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) a) Evaluation of Technical Bids b) Evaluation of prices Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary
28. Preliminary Examination	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria). 29.2 In general terms, vendors that meet the following criteria may be considered qualified: a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their

		clients.
30. Evaluation of Technical Bid and prices	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.
31. Due diligence	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: a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	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.
	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.
	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.
33. Responsiveness of Bid	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.
	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.
34. Nonconformities, Reparable Errors and Omissions	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.
	34.2	UNDP may request the Bidder to submit the necessary information or

	documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows: a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. 34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Bids	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.
36. Award Criteria	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.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.

40. Contract Type and General Terms and Conditions	40.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1	A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1	Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1	If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1	Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
45. Vendor Protest	45.1	UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html
46. Other Provisions	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.
	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;

	46.3	The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer

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	Site Visit	The bidders are highly encouraged to conduct the physical site visit for complete understanding of the Scope of Work prior sending the formal bid to UNDP. Bidders may contact the site visit focal person regarding any necessary information to access to site. Focal Person for site visit: Eng. Ali Abdulqader Phone: +964 (0) 7706346740 Email: sheikhlyagawati@gmail.com
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** Percentage of contract price per day of delay: **0.5%** Max. Number of days of delay: **30 Calendar days**, after which UNDP may terminate the contract.
9	40	Performance Security	☒ **Required** a. Bank guarantee OR Certified Cheque issued by a reputable bank (shall be in accordance with Form included in the Invitation to Bid (Section-9);

			b. Should be submitted within 15 days upon issuance of letter of intent/contract; c. The proceeds of the Performance Security shall be payable to UNDP as a compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract; d. The Performance Security shall be denominated in the currency of the contract valid for periods of implementation plus warranty to cover defect liability period; e. If, within 12 months after the provision of service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair; Upon successfully completion of Defect Liability period of 12 months and upon issuance of final completion certificate, UNDP will return the Performance Security to the bidder. Please refer to general terms and conditions clause 47.1
10	12	Currency of Bid	**United States Dollar (USD)**
11	31	Deadline for submitting requests for clarifications/ questions	**4 days before the submission deadline**
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Mostaq Ahmed, Procurement Analyst Address: UNDP, Iraq E-mail address: mostaq.ahmed@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	**Posted directly to eTendering**
14	23	Deadline for Submission	For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Bids	☒ **e-Tendering**

15	22	Bid Submission Address	https://etendering.partneragencies.org Event Number: **IRQ10-ITB-139-20**
16	22	Electronic submission (email or eTendering) requirements	▪ Format: PDF files (Preferred) ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded cannot exceed 50MB.
17	25	Date, time and venue for the opening of bid	This is e-Tendering submission: the bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive and qualified bid.
19		Expected date for commencement of Contract	**June 1, 2020**
20		Maximum expected duration of contract	**150 Calendar Days**
21	35	UNDP will award the contract to:	**One Proposer Only**
22	39	Type of Contract	Contract for Civil Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other Information Related to the ITB	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 mispresented documents, such as bid securities and financial statements. (لن يتسامح برنامج الامم المتحدة الانمائي على التزوير أو الفساد، ما معناه أن مقدم الخدمة لن يتورط في أي عملية تزوير او فساد، وعكس ذلك سيتعرضون الى العقوبات. يشمل التزوير تقديم الوثائق المزورة أو العمل على تقديم وثائق خاطئة، مثل خطابات ضمان و كشوفات مالية)

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
- Submission of Mandatory Returnable Bidding Forms
- 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
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3. Availability of local agent for warranty and after sale services period	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	- Certificate of Registration of the business; including Articles of Incorporation, or equivalent document if Bidder is not a corporation. - Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country. Note: The Bidders that are not registered with the Ministry of Trade in Iraq, shall be required to obtain permission from the Government authorities for conducting construction activities in Iraq if they are awarded any contracts.	Form B: Bidder Information Form

QUALIFICATION		
Minimum Qualification	▪ Minimum of2 contract similar in nature [rehabilitation/ renovation/construction projects] successfully completed over the last 7 years; ▪ Minimum of 1 contract similar in nature [rehabilitation/ renovation/ construction of **sewerage network**] successfully completed over the last 7 years (at least One of the above indicated similar contracts must be equal or above USD100,000/-) *For JV/Consortium/Association - the Lead party must meet the requirement* of "1 contract similar in nature [rehabilitation/ renovation/ construction of **sewerage network**] successfully completed over the last 7 years and valued equal or above USD100,000/- successfully completed over the last 7 years)''	Form D: Qualification Form
History of Non-Performing Contracts[1]	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	List and value of similar projects performed for the last 10 years, plus client's contact details who may be contacted for further information on those contracts	Form D: Qualification Form
	Statement of Satisfactory Performance from the Top two (2) Clients on similar works – successfully completed during the last 7 years;	Form D: Qualification Form
Financial Standing	Minimum annual turnover of **USD200,000/- i**n any single year during the last five year. Submit Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past five years (2014-2015-2016-2017-2018). The bidders having completed financial audited statement for 2019 should also submit the report which will be considered for evaluation. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* Note: Additionally, UNDP may request other financial documents such as Credit Line Facility, Bank Statements etc. in order to see the bidders' financial soundness as required. UNDP shall verify the financial capacity of the bidder and has	Form D: Qualification Form

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

<table>
<tr><td></td><td>the authority to seek references from concerned parties & banks on the bidder' financial standing.

UNDP has 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.</td><td></td></tr>
<tr><td>Technical Evaluation</td><td>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.</td><td>Form E: Technical Bid Form</td></tr>
<tr><td>Financial Evaluation</td><td>Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.

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.

Price Deviation: Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the real local market prices at the time of bids preparation. In case of Unbalanced pricing (i.e. despite an acceptable total evaluated price, the price of one or more BoQ line items is significantly over or understated), UNDP has the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable Risk to UNDP.</td><td>Form F: Price Schedule Form and BOQ</td></tr>
<tr><td>Proposed Staff
Key personnel</td><td>The requirement for key personnel proposed is as follows:

▪ One Project Team Leader: Should have a Degree in Civil Engineering with a minimum 5 years of working experience in the related field. Project management qualifications will be an added advantage [CV must be attached];
▪ One Qualified Mechanical Engineer: Should have a degree in Mechanical Engineering with a minimum 3 years of working experience in the related filed. [CV must be attached];
▪ One Qualified Electrical Engineer: Should have a degree in Electrical Engineering with a minimum 3 years of working experience in the related filed. [CV must be attached];</td><td>Detailed CV to be provided for each required personnel indicating the academic background, work experience and similar projects carried out</td></tr>
<tr><td>Equipment</td><td>The requirement for construction equipment/machineries proposed is as follows:

<table>
<tr><th>#</th><th>Item / Description</th><th>Minimum Quantity</th></tr>
<tr><td>1</td><td>Bobcat Front Loader</td><td>2</td></tr>
<tr><td>2</td><td>Front Loader (bucket capacity 2 m3)</td><td>1</td></tr>
<tr><td>3</td><td>Dump Truck (Capacity 8m3)</td><td>2</td></tr>
<tr><td>4</td><td>Dumper truck (2 tons)</td><td>1</td></tr>
<tr><td>5</td><td>Hand Air Compressors Jack Hammer</td><td>2</td></tr>
<tr><td>6</td><td>Crane</td><td>2</td></tr>
<tr><td>7</td><td>Concrete Pump</td><td>1</td></tr>
<tr><td>8</td><td>Mixer (10 m3)</td><td>2</td></tr>
</table></td><td>Confirmation of availability of the equipment and indicate Owned or Leased status on its Letterhead</td></tr>
</table>

Implementation timetable	Implementation timetable as per the requirement for **150 Calendar days**	Bidder should submit the detailed project implementation timetable as a Gantt Chart
Warranty	Warranty on the supplied goods and materials for a minimum period of 1 year from the date of handover.	Bidder to submit the confirmation letter on the provision of warranty

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

Scope of Work (S.O.W.)

Rehabilitation of Sewerage Network of the Salah Al din General Hospital in Tikrit – Salahuddin Governorate – Iraq

1. Project background

The hospital was constructed in the last century to be used for the Iraqi army. At that time, it was considered a class A hospital with 200 beds. After the breakdown of the former regime, the hospital was closed, but after the liberation of Tikrit from ISIS control and due to the huge damages occurred to the main hospital in Tikrit (because of the military actions), Directorate of Health (DOH) has reused the hospital, and since then, it has been the main hospital in the city. It serves most of the districts around Tikrit, the hospital has several problems in its infrastructure and services.

One of these problems is the collapse of the hospital's own sewage network because of the broken and corroded pipes used in the sewage network which results leaking in water into the soil (gypsum soil), settlement of some parts of the foundations and cracked walls.

2. Location:

The Project	Status	Area Name (District)	Easting	Northing
Reconstruction of sewerage network of the hospital.	Not in good condition	Hay Al-Qadisiya-Tikrit/ Salahuddin	43.6726	34.6504



3. Sewerage network description

Sewerage network is piping system surrounds the hospital building. It consists of the manholes connecting by pipes, the Sewerage network collects the wastewater from the hospital building and discharges it to the sewage pumping station and from the station pumps it to the wastewater treatment plant.

4. Brief description of the damage

As mentioned before, the hospital has several problems in its infrastructures and services, one of those problems is the collapse of the hospital's own sewage network because of the broken and corroded pipes used in the sewage network which results water leaking into the soil (gypsum soil) and settlement of some parts of the foundations and cracked walls.

5. Scope of Works (Sow)

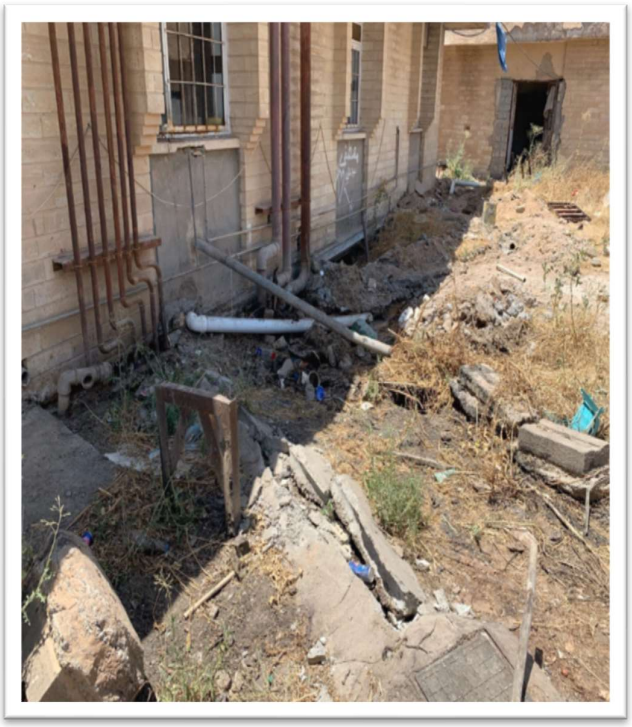
The scope of work includes but not limited to the following:

a) Supply of materials, tools, machineries and manpower and digging a trench width of 60 cm;
b) Supply install 200 mm outside diameter UPVC Pipes;
c) Supply, installation, testing and commissioning of UPVC 6"(150mm) 6 bar.
d) Supply, installation, testing and commissioning of PVC 4"(100mm) 6 bar.
e) Supply, install and cast circular reinforced concrete Sewage manholes with internal dia. 1.10 m.
f) Supply of materials and tools for casting of manholes of different depths with internal dimension (80x80cm).
g) Supply of materials and tools for casting of manholes of different depths with internal dimension (40x40cm).
h) Supply, install and connect galvanized steel pipes (3'') thickness 4mm.
i) Supply, install and connect galvanized steel pipes (4'') thickness 4mm.
j) Supply, install and connect a submersible pump to handle unscreened raw sewage or wastewater, Q=100m3/hr., H=25m.
k) Supply, install and connect a submersible pump to handle unscreened raw sewage or wastewater in the main septic tank, Q=50m3/hr, H=25m.
l) Supply and connect the electrical cable of (4x16) mm2.
m) Supply and connect the electrical cable of (2x16) mm2.
n) Supply and install Wire Rope Lever Hoist for lifting pumps, lifting capacity 900 Kg,'handle bend'.
o) Supply of materials, machine, and manpower to clean and dislodge the wastewater from the main septic tank (3.4x5.1x4).
p) Supply of materials, machine, and manpower to construct a new pumping station tank of internal dimensions (3.25x3.25x7) m.
q) Supply of materials, tools, machineries, and manpower and digging a trench width of 0.6 m and depth1 inside the hospital building.

6. Duration of the Project (days):

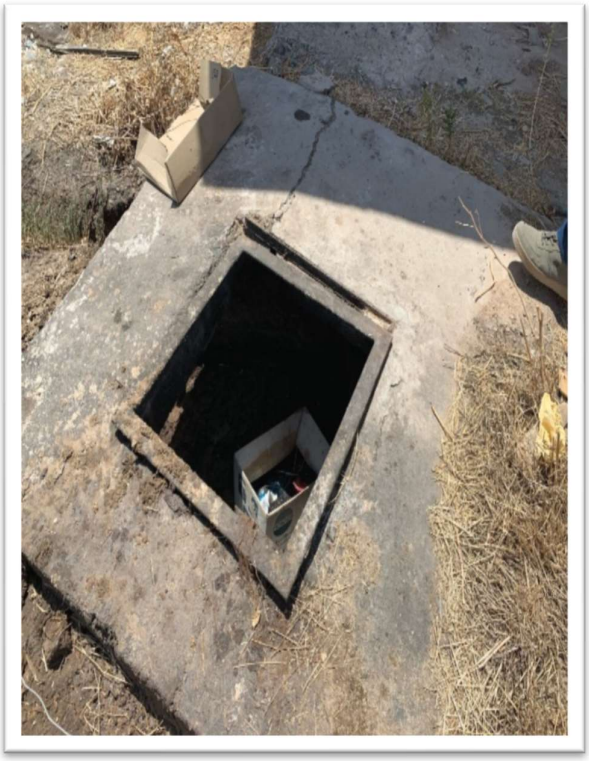
The Contractor must be prepared to conduct a complete turnover of the site within **150** days of site receiving award.

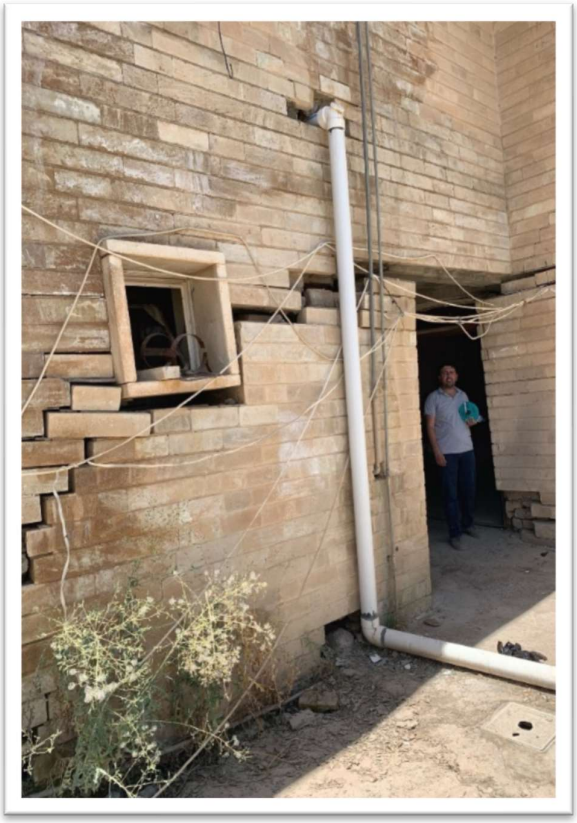
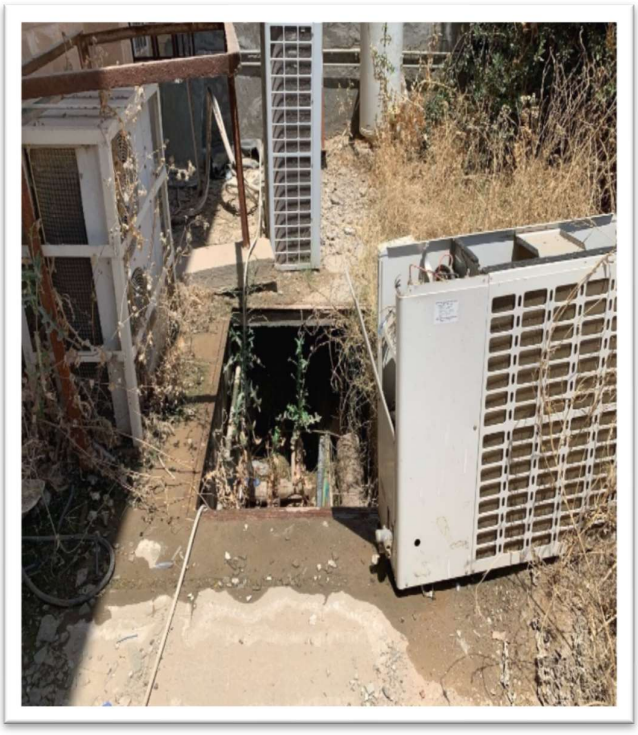
7. Photos:









Annex 1 – Bill of Quantities ***(attached separately in the e-tendering event)***

Annex 2 - Technical Compliance sheet ***(attached separately in the e-tendering event)***

Annex 3 – Detail with Drawings ***(attached separately in the e-tendering event)***

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	Salah Al din General Hospital in Tikrit – Salahuddin Governorate – Iraq (GPS coordinates: N: 34.650107, E: 43.672839)
Mode of Transport Preferred	Other: Supplier preference as per BOQs
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents *(if using freight forwarder)*	N/A
Customs, if required, clearing shall be done by:	Supplier The supplier will be required to clear the shipment and deliver at site. In case of requirement, UNDP will provide facilitation letter for clearance of shipment. Supplier will be responsible to clear the shipment and deliver at the required location.
Ex-factory / Pre-shipment inspection	As per the BoQs
Inspection upon delivery	As per the BoQs
Installation Requirements	As per the BoQs
Testing Requirements	All materials and equipment should be tested according to the required standard specification.
Scope of Training on Operation and Maintenance	As per the BoQs
Commissioning	As per the BoQs and compliance sheets
Warranty Period	Minimum of 1 year from the date of hand over
Local Service Support	As per the BoQs, Technical specifications and compliance sheet
Technical Support Requirements	As per the BoQ and the General Technical Specifications (attached)
After-sale services Requirements	As per the BoQs, Technical specifications and compliance sheet
Payment terms	1) 1st progress payment (50%) – upon completion of 50% of the total scope of work based on the contracted BOQ. 3) Final Payment (5%) - Upon substantial completion of works for the remaining 40% thus completing 100% of contracted BOQ.
Conditions for Release of Payment	**For interim payments:** 1)Approved Requests for Inspections from the supervision engineer. 2) Approval from UNDP's representative on the whole process.

	3)Upon receipt of Certificate of Substantial Completion inclusive executing the outstanding list (snag list) if any.
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English

Section 6: Returnable Bidding Forms / Checklist

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

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

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form - **Mandatory**	☐
▪ Form B: Bidder Information Form	☐
▪ Form C: Joint Venture/Consortium/ Association Information Form – **Mandatory, if applicable**	☐
▪ Form D: Qualification Form	☐
▪ Form E: Format of Technical Bid - **Mandatory**	☐
▪ Form G: Form of Bid Security/Certified Cheque- **(Not Applicable)**	☐
▪ Form G.1: Bid Security Confirmation **(Not Applicable)**	☐
▪ Technical Compliance sheet with all required documents	☐
▪ Catalogues, datasheet, drawings	☐
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	☐

Price Schedule:

▪ Form F: Price Schedule Form	☐
▪ BOQ duly completed and stamped - **Mandatory**	☐

Note: The above-mentioned Mandatory documents must be submitted along with the bid. In case, the bidder fails to provide these forms with their initial bid, the bid/s will not be considered for further evaluation.

Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	**ITB-139/20 - Rehabilitation of Sewerage Network of the Salah Al din General Hospital in Tikrit – Salahuddin Governorate – Iraq**		

We, the undersigned, offer for **Rehabilitation of Sewerage Network of the Salah Al din General Hospital in Tikrit – Salahuddin Governorate – Iraq** in accordance with your Invitation to Bid No. **IRQ-ITB-139/20** 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

(All fields to be filled by bidder)

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

Please attach the following documents:	☒ Form A: Bid Submission Form – Duly signed and stamped; ☒ Form B: Bidder Information Form – Duly Completed; ☒ Form C: Joint Venture/Consortium/ Association Information Form (if applicable); ☒ Form D: Qualification Form – Duly completed; ☒ Form E: Format of Technical Bid with Method of Statement how the required civil works shall be carried out - Duly completed; ☒ Form F: Price Schedule Form – Duly completed signed and stamped; ☒ Duly completed, signed and stamped BOQ. Bidder should provide BOQ in PDF duly signed and stamped and in Excel format; ☒ Company Profile, including printed brochures and product catalogues relevant to the goods and/or services being procured; ☒ Certificate of Incorporation/ Business Registration; ☒ List and value of similar 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 on similar works –successfully completed during the last 7 years; ☒ Detailed CVs of key personnel meeting the requirement stated under page 23 including copies of engineering ID; ☒ Declaration of Availability of construction equipment (own/ rental) as per the ITB requirement as listed on page 23; ☒ Last five years Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past five years (2014, 2015, 2016, 2017 & 2018). The bidders having completed financial audited statement for 2019 should also submit the report which will be considered for evaluation. ☒ Implementation timetable for 150 Calendar days as per the ITB requirement; ☒ Duly completed, signed and stamped technical compliance sheets accompanied by - Manufacturer certification and test reports; ☒ Declaration of warranty for offered equipment for a minimum period of 1 year from the date of hand over; ☒ Catalogues, Detail drawing, technical datasheet for all equipment indicated in the compliance sheet. ☒ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	**ITB-139/20 - Rehabilitation of Sewerage Network of the Salah Al din General Hospital in Tikrit – Salahuddin Governorate – 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]

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

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

(All fields to be filled by bidder)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	**ITB-139/20 - Rehabilitation of Sewerage Network of the Salah Al din General Hospital in Tikrit – Salahuddin Governorate – Iraq**		

If JV/Consortium/Association, both companies should have experience in the sector of Water and Electromechanical projects to be completed by each partner.

History of Non- Performing Contracts

☐Non-performing contracts did not occur during the last 3 years			
☐ Contract(s) not performed in the last 3 years			
Year	**Non- performed portion of contract**	**Contract Identification**	**Total Contract Amount** (current value in US$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

☐ No litigation history for the last 3 years			
☐ Litigation 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 7 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 (two) Clients or more.

Financial Standing

Annual Turnover for the last 5 years	Year **2014**	USD
	Year **2015**	USD
	Year **2016**	USD
	Year **2017**	USD
	Year **2018**	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US$ equivalent)	**Historic information for the last 5 years**				
	Information from Balance Sheet				
Total Assets (TA)					
Total Liabilities (TL)					
Current Assets (CA)					
Current Liabilities (CL)					
	Information from Income Statement				
Total / Gross Revenue (TR)					
Profits Before Taxes (PBT)					
Net Profit					
Current Ratio					

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

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

Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	**ITB-139/20 - Rehabilitation of Sewerage Network of the Salah Al din General Hospital in Tikrit – Salahuddin Governorate – 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 Top (three or more) Projects implemented during the last 7 years:

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

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

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

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

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

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

2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.

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

2.3 List of the equipment will be assigned to the project: to be confirmed

2.4 Drawings – return duly stamped

2.5 Technical Compliance Sheet- Attached Separately to be duly completed and stamped and submitted along with catalogues, datasheet and other documentations required as per compliance sheet

2.6 Method of Statement: Proposed methodology and approach to undertake the works. Please provide complete method statement how you will undertake the required civil works including quality assurance procedures to be put in place in undertaking this project.

SECTION 3: Management Structure and Key Personnel

3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	*[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]*
	[Insert]
Professional certifications	*[Provide details of professional certifications relevant to the scope of goods and/or services]*
	▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	*[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]*
	[Insert]
References	*[Provide names, addresses, phone and email contact information for two (2) references]*
	Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

_____ _____

Signature of Personnel Date (Day/Month/Year)

FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	**ITB-139/20 - Rehabilitation of Sewerage Network of the Salah Al din General Hospital in Tikrit – Salahuddin Governorate – Iraq**		

ATTENTION: BOQ ATTACHED SEPARATELY
The BOQs should be downloaded from the system, filled in properly and reattached 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.

- Completion Period: 150 calendar days — Agree: Yes No

- Delivery Term: DAP: — Agree: Yes No
Salah Al din General Hospital in Tikrit – Salahuddin Governorate – Iraq
(GPS coordinates: N: 34.650107, E: 43.672839)

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

FORM G: Form of Bid Security (Not Applicable)

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

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

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

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of USDXXXX (amount in word) 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 for 150 days from the deadline of submission of Bids for this tender ITB-123/20.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

FORM G.1: Template for Bid Security Confirmation (Not Applicable) (This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:			

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 US Dollars **XXXXXXXXX** with the E-Tendering portal in regard to our offer for in accordance with your Invitation to Bid. 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

Signature: _____

Name: _____

Title: _____

Date: _____

FORM H: Form of Performance Security

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

To: 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 .....