

**INVITATION TO BID**

**Disposal of Anti-tank guided missiles, Rocket Propelled Grenades/Projectiles and WP Ammunition**

ITB No.: **ITB-014-20**

Project: Urgent Action to Ammunition Destruction (EXPLODE+)

Country: BOSNIA AND HERZEGOVINA

Issued on: 14 July 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

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

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.

Detailed instructions on how to register, submit, or cancel a bid in the e-Tendering system are provided in Bidder User Guide and Video available on link:

<http://www.ba.undp.org/content/bosnia_and_herzegovina/bs/home/presscenter/vijesti/2019/introductionofetendering.html>

<http://www.ba.undp.org/content/bosnia_and_herzegovina/en/home/presscenter/articles/2019/introductionofetendering.html>

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>

**BU Code: BIH10**

**Event ID: 0000006503**

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

UNDP BiH

# Section 2. Instruction to Bidders

|  |
| --- |
| GENERAL PROVISIONS |
| Introduction | * 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>
	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.
	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.
	4. As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ([www.ungm.org](http://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.
 |
| Fraud & Corruption, Gifts and Hospitality | * 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. 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.
	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.* 1. 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>
 |
| Eligibility | * 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.
	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.
 |
| Conflict of Interests | * 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:
	2. 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;
	3. Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or
	4. Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
	5. 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.
	6. Similarly, the Bidders must disclose in their Bid their knowledge of the following:
	7. 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
	8. 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.* 1. 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.
 |
| PREPARATION OF BIDS |
| General Considerations | * 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.
	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.
 |
| Cost of Preparation of Bid | * 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.
 |
| Language  | * 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.
 |
| Documents Comprising the Bid | * 1. The Bid shall comprise of the following documents and related forms which details are provided in the BDS:
1. Documents Establishing the Eligibility and Qualifications of the Bidder;
2. Technical Bid;
3. Price Schedule;
4. Bid Security, if required by BDS;
5. Any attachments and/or appendices to the Bid.
 |
| Documents Establishing the Eligibility and Qualifications of the Bidder | * 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.
 |
| Technical Bid Format and Content | * 1. The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
	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.
	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.
	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.
 |
| Price Schedule | * 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.
	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.
 |
| Bid Security | * 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.
	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.
	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.
	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.
	5. The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:
		1. If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;
		2. In the event the successful Bidder fails:
		3. to sign the Contract after UNDP has issued an award; or
		4. 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.
 |
| Currencies | * 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:
1. UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and
2. 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.
 |
| Joint Venture, Consortium or Association | * 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.
	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.
	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.
	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.
	5. A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
1. Those that were undertaken together by the JV, Consortium or Association; and
2. Those that were undertaken by the individual entities of the JV, Consortium or Association.
	1. 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
	2. 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.
 |
| Only One Bid | * 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.
	2. Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
	3. they have at least one controlling partner, director or shareholder in common; or
	4. any one of them receive or have received any direct or indirect subsidy from the other/s; or
	5. they have the same legal representative for purposes of this ITB; or
	6. 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;
	7. 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.
 |
| Bid Validity Period | * 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.
	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.
 |
| Extension of Bid Validity Period | * 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.
	2. If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	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.
 |
| Clarification of Bid (from the Bidders) | * 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.
	2. UNDP will provide the responses to clarifications through the method specified in the BDS.
	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.
 |
| Amendment of Bids | * 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.
	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.
 |
| Alternative Bids | * 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.
	2. If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”
 |
| Pre-Bid Conference | * 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.
 |
| SUBMISSION AND OPENING OF BIDS |
| Submission  | * 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.
	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.
	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 | * 1. 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:1. Bear the name of the Bidder;
2. Be addressed to UNDP as specified in the BDS; and
3. 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 | * 1. Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:
1. Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;
2. 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.
	1. 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 these links:

<https://www.ba.undp.org/content/bosnia_and_herzegovina/bs/home/presscenter/vijesti/2019/introductionofetendering.html> <http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>  |
| Deadline for Submission of Bids and Late Bids | * 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
	2. UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.
 |
| Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
	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”
	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.
	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.
 |
| Bid Opening  | * 1. UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.
	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.
	3. In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
 |
| EVALUATION OF BIDS |
| Confidentiality | * 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.
	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.
 |
| Evaluation of Bids | * 1. UNDP will conduct the evaluation solely on the basis of the Bids received.
	2. Evaluation of Bids shall be undertaken in the following steps:
	3. Preliminary Examination including Eligibility
	4. Arithmetical check and ranking of bidders who passed preliminary examination by price.
	5. Qualification assessment (if pre-qualification was not done)
	6. Evaluation of Technical Bids
	7. 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 |
| Preliminary Examination  | * 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.
 |
| Evaluation of Eligibility and Qualification | * 1. Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	2. In general terms, vendors that meet the following criteria may be considered qualified:
	3. 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;
	4. They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,
	5. 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;
	6. They are able to comply fully with the UNDP General Terms and Conditions of Contract;
	7. They do not have a consistent history of court/arbitral award decisions against the Bidder; and
	8. They have a record of timely and satisfactory performance with their clients.
 |
| Evaluation of Technical Bid and prices  | * 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 ointindicated 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.
 |
| Due diligence  | * 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:
	2. Verification of accuracy, correctness and authenticity of information provided by the Bidder;
	3. Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
	4. 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;
	5. 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;
	6. Physical inspection of the Bidder’s offices, branches or other places where business transpires, with or without notice to the Bidder;
	7. Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
 |
| Clarification of Bids | * 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.
	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.
	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.
 |
| Responsiveness of Bid | * 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.
	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.
 |
| Nonconformities, Reparable Errors and Omissions | * 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.
	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.
	3. For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:
1. 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;
2. 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
3. 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.
	1. If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.
 |
| AWARD OF CONTRACT |
| Right to Accept, Reject, Any or All Bids | * 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.
 |
| Award Criteria | * 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.
 |
| Debriefing | * 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.
 |
| Right to Vary Requirements at the Time of Award | * 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.
 |
| Contract Signature | * 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.
 |
| Contract Type and General Terms and Conditions  | * 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>
 |
| Performance Security | * 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.  |
| Bank Guarantee for Advanced Payment | * 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>  |
| Liquidated Damages | * 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.
 |
| Payment Provisions | * 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.
 |
| Vendor Protest | * 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>
 |
| Other Provisions | * 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.
	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.
	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 and/or BIH Local languages |
| 2 |  | Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids) | Allowed. Partial bids are allowed, partial lots are not allowed. Bidders can apply for more than one LOT. (In case of applying for more than one LOTs, the Disposal Plan and Timetable must indicate capacity for performing service on all offered LOTs concurrently from the services commencement date) |
| 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  | **Required for LOT 2 and for LOT 3****-In the amount of USD 2,000 or equivalent amount in BAM/EUR for each LOT****Acceptable Form of Bid Security:****- Bank Guarantee (See Form G for template)*** Note: Bid Security should be delivered not later than the bid closing date and time by Courier/Hand Delivery to Zmaja od Bosne bb, 71 000 Sarajevo, Bosnia and Herzegovina. Ref: ITB-014-20 Bank Guarantee and a PDF copy submitted as part of the electronic submission**)**
 |
| 7 | 41 | Advanced Payment upon signing of contract  | **Allowed up to a maximum of 10% of contract values contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP** |
| 8 | 42 | Liquidated Damages | Will be imposed as follows:**For each LOT - Percentage of contract price per day of delay: 0.5%****Max. number of days of delay 20, after which UNDP may terminate the contract.** |
| 9 | 40 | Performance Security | Required in the amount of 10% of the contract value and valid until date 2 months from date of submission of the final disposal certificates and final report from the Verification Committee. (for each LOT) |
| 10 | 12 | Currency of Bid  | **USD/BAM/EUR** |
| 11 | 31 | Deadline for submitting requests for clarifications/questions | **7 days before the submission deadline** |
| 12 | 31 | Contact Details for submitting clarifications/questions  | Focal Point in UNDP: REGISTRY UNDP BIHE-mail address: registry.ba@undp.org **Ref: BIH-ITB-014-20** |
| 13 | 18, 19 and 21 | Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries | -Direct communication to prospective Proposers by email and Posting on the websites: www.ba.undp.org , www.undp.org and UNGM -Uploading in the E-tendering system. Once uploaded, Prospective bidder (i.e. bidder that have accepted the bid Invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the bidder to view the respective changes and clarifications in the system |
| 14 | 23 | Deadline for Submission  | **11 August 2020, 14:00 CET** Note that system time zone is in **EST/EDT (New York)** time zone.Try to submit your bid in a system a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist. |
| 14 | 22 | Allowable Manner of Submitting Bids | [x]  **Electronic submission (eTendering)**Detailed instructions on how to register, submit, modify or cancel a bid in the e-Tendering system are provided in Bidder User Guide and Video available on link:<http://www.ba.undp.org/content/bosnia_and_herzegovina/bs/home/presscenter/vijesti/2019/introductionofetendering.html> <http://www.ba.undp.org/content/bosnia_and_herzegovina/en/home/presscenter/articles/2019/introductionofetendering.html>Bid Security should be delivered not later than the bid closing date and time by Courier/Hand Delivery to Zmaja od Bosne bb, 71 000 Sarajevo, Bosnia and Herzegovina. Ref: ITB-014-20 Bank Guarantee and a PDF copy submitted as part of the electronic submission:  |
| 15 | 22 | Bid Submission Address  | UNDP ATLAS E-Tendering system, which can be accessed at <https://etendering.partneragencies.org>. **Insert BU Code: BIH10****Event ID: 0000006503** |
| 16 | 22 | Electronic submission (email or eTendering) requirements | **-Format: PDF and excel files** **-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.****-Max. File Size per transmission: 50MG****-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 | No public bid opening applicable- 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 per LOTs.** |
| 19 |  | Expected date for commencement of Contracts | **August 25, 2020** |
| 20 |  | Maximum expected duration of contract  | 120 calendar days for LOT 1120 calendar days for LOT 2120 calendar days for LOT 3 |
| 21 | 35 | UNDP will award the contract to: | One or more Proposers, depending on the following factors: a) Technical responsiveness/Full compliance to requirements (per LOT).b) Lowest price offer for technically qualified/responsive Bid (per LOT). Evaluation will be performed for each LOT separately. |
| 22 | 39 | Type of Contract  | Contract for Services to UNDP <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 Contracts <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| 24 |  | Other Information Related to the ITB | **IMPORTANT NOTE:**Before the final payment under the contract, awarded contractor is obliged to submit following: 1. Final report of completing the Disposal plan from Bidder, supported with final report from Verification Committee of MoD BiH and confirmed by UNDP’s Verificator. 2. To provide UNDP BiH with a proof that waste materials are dealt with (disposed/recycled or returned to MoD) in a proper way and according to proposed demilitarization approach.  |

# Section 4. Evaluation Criteria

**Preliminary Examination Criteria**

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

* Appropriate signatures
* Power of Attorney
* Minimum Bid documents provided
* Bid Validity
* Bid Security submitted as per ITB requirements with compliant validity period

**Minimum Eligibility and Qualification Criteria**

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

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

|  |  |  |
| --- | --- | --- |
| **Subject** | **Criteria** | **Document Submission requirement** |
| **ELIGIBILITY**  |  |  |
| **Legal Status** | Vendor is a legally registered entity. | **Form B: Bidder Information Form** and all documents indicated in the Form enclosed |
| **Eligibility** | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.  | Form A: Bid Submission Form |
| **Conflict of Interest** | No conflicts of interest in accordance with ITB clause 4.  | Form A: Bid Submission Form |
| **Bankruptcy** | Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future. | Form A: Bid Submission Form |
| **Certificates and Licenses** | * **Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country;**
* **All relevant permits/licenses to process/dispose ammunition, explosive and ammunition components in the licensed facility/location as required by state law in country of demilitarization service; (applicable for all LOTs)**
* **Certificates on management system ISO 9001:2015; (applicable for all LOTs)**
* **License to process/recycle WP fill, duly issued by national authority (both for bidder/authorized personnel and for demilitarization site/facility) (Only for LOT 3)**
* **Team leader and all engaged pyrotechnicians must be licensed/certified by relevant national authority (applicable for all LOTs)**
 | **Form B: Bidder Information Form** and all documents indicated in the Form enclosed |
| **QUALIFICATION** |  |  |
| **History of Non-Performing Contracts[[1]](#footnote-2)**  | Non-performance of a contract did not occur as a result of contractor default for the last 2 years. | Form D: Qualification Form |
| **Litigation History** | No consistent history of court/arbitral award decisions against the Bidder for the last 2 years.  | **Form D: Qualification Form** and all documents indicated in the Form enclosed |
| **Previous Experience** | Minimum 5 years of relevant experience | **Form D: Qualification Form** and all documents indicated in the Form enclosed |
| Minimum 2 contracts of similar value, nature and complexity implemented over the last 5 years for all LOT’s. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | **Form D: Qualification Form** and all documents indicated in the Form enclosed |
| **Financial Standing** | Minimum average annual turnover of USD 300,000 for the last 3 years. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | **Form D: Qualification Form** and all documents indicated in the Form enclosed |
| Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | **Form D: Qualification Form** and all documents indicated in the Form enclosed |
| **Technical Evaluation** | 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** and all documents indicated in the Form enclosed |
| **Financial Evaluation** | 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. | **Form F: Price Schedule Form** and all documents indicated in the Form enclosed |
| **Other** | **Minimum number and profile of staff required**:**For LOT 1** - 1 Full-time employed team leader with minimum 5 years of experience in production/disposal of explosive ordnances, - 5 Full-time employed pyrotechnicians with minimum 5 years of experience in the field of handling explosive materials.**For LOT 2**  **-** 1 Full-time employed team leader with minimum five (5) years of experience in production/disposal of explosive ordnances, - 5 Full-time employed pyrotechnicians with minimum five (5) years of experience in the field of handling explosive materials.**For LOT 3** -1 Full time employed manager with minimum 5 years of experience in handling and disassembly of ammunition and in technologies for processing WP ammunition; -6 Full-time employed pyrotechnicians or subcontracted with minimum 5 years of experience in handling and disassembly of ammunition and in technologies for processing WP ammunition.**Team leader and all engaged pyrotechnicians must be licensed/certified by relevant national authority. (applicable for all LOTs)** | **Form B**: **Bidder Information Form** and all documents indicated in the Form enclosed |

# Section 5a: Schedule of Requirements and Technical Specifications

**LOT 1 - Disposal of Anti-tank guided missiles (ATGM)**

**DESCRIPTION OF THE PROFESIONAL SERVICE**

The service will include complete disposal of Anti-tank guided missiles in a reverse engineering process to render all elements of ammunition FFE and certified non-usable for any parts of ammunition application in the future. To complete the assignment, the potential contractor can opt to perform complete demilitarization in BiH, partial demilitarization in BiH and abroad, or export and complete demilitarization of ammunition outside of BiH.To complete the assignment, the contractor must have facility, or access to the facility, that can support entire process of ammunition disposal (all technological lines) that must be presented within elaborates for disposal of ATGM ammunition. The subject ordnances are in Hadžići, Banja Luka and Donji Vakuf.

**Quantities:**The contractor will be responsible for demilitarization of ammunition as follow:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Items to be disposed** | **Model/Type** | **Quantity** **(in pieces)** | **Description / Specifications of Services** | **Latest Delivery Date**  |
| Anti-tank guided missiles | 9K111 Fagot | 23 | Disposal of Anti-tank guided missiles be performed by disassembly of explosive ordnance.  | Until December 04,2020 the contractor is obliged to submit following: 1. Final report of completing the Disposal plan from Bidder, supported with final report from Verification Committee of MoD BiH and confirmed by UNDP.2. To provide UNDP BiH with a proof that waste-scrap materials are dealt with (disposed/recycled or returned to MoD) in a proper way and according to proposed demilitarization approach. |
| Anti-tank guided missiles | 9M111 Fagot | 9 |
| Anti-tank guided missiles | 9M113 Konkurs | 3 |
| Anti-tank guided missiles | TF 8 (HJ-8) | 22 |
| Anti-tank guided missiles | MILAN | 13 |
| **TOTAL quantity** | **70** |

The contractor will provide transportation for the above-mentioned quantity of subject ammunition to disposal premises of the contractor.

It is expected from contractor to perform disposal operations in order to complete the service within 120 days.

**Disposal of subject ordnances is to be executed following the strict guidelines on ammunition disposal issued by the Ministry of Defense of BiH.**

**The Contractor will be responsible for:**

* Conducting a General Risk Assessment covering all procedures and tasks to be included in the disposal plan;
* Taking over ammunition assigned for disposal;
* Operation at Licensed facility to be designated for ammunition processing;
* Preliminary inspection of ammunition;
* Preparatory works on ammunition;
* Disassembly of ammunition using appropriate equipment both machine and manually;
* Removal of all fuzes, primers and /or rocket propellant and all other explosive elements;
* Ensure that only authorized tool and equipment’s are used during the demilitarization process. This includes contractors conducting work-services in the Ammunition Process Buildings (APB);
* Safe disposal of the fuzes, boosters, or propellant by burning or open detonation; In accordance with IATG 10.10 – ‘Demilitarization and destruction of conventional ammunition’
* Destruction of the fuzes and primers;
* Burning out the propelled and tracer elements;
* Extraction of explosive;
* Rendering all other ammunition components beyond repair;
* Rendering all residues Free from Explosives (FFE);
* Rendering all disassembled components beyond repair;
* Packaging and labeling the loads (ammunition/hazardous matter) according to UN standards and ADR specification;
* Issuing “SAFE TO MOVE” certificates
* Demilitarization and disassembly of all other components using appropriate techniques and measures in accordance with the International Ammunition Technical Guidelines (IATG) and the procedures and demands of the Armed forces and the Ministry of Defense of BIH;
* Safe and ecological disposal of contaminated waste, for every step of the process, by products;
* Independent verification on eco-friendly waste disposal done by certified company Reporting; and
* Development of the necessary photo and video documentation supporting the narrative and financial reports.

**GENERAL SAFETY PROCEDURE TO BE ADHERED TO BY THE CONTRACTOR DURING ALL ASPECTS OF THE DEMILITARIZATION SERVICE**

**COMPLIANCE.** The contractor will be required to comply with all standard operational procedures (SOP) and ‘International Best Practices’ by adhering to the International Ammunition Technical Guidelines (IATG). The contractor must also comply with the prescribed by the authorized personnel of the military facility and UNDP following all applicable international standards. THE CONTRACTOR WILL FOLLOW ALL THE GUIDELINES LAID OUT IN IATG 07.10 - SAFETY AND RISK REDUCTION (AMMUNITION PROCESSING OPERATIONS). These include the following:

**SAFETY AND RISK REDUCTION**: The contractor is to specifically refer to IATG 06.10 – ‘Control of explosives facilities’ IATG 06.30 ‘Storage and handling of ammunition’ and IATG 06.50 ‘Specific Safety Precautions’.

**RISK ASSESSMENT**: The contractor is required to conduct and prepare a written Risk Assessment after arriving ammunition to disposal plant. Risk Assessment needs to be submitted to UNDP prior to starting ammunition processing activity. The Risk Assessment should be in accordance with the guidelines contained within IATG 02.10. The Contractor is to obtain the minimum information of the hazard properties of explosives articles for processing should be available for the individual carrying out the Risk Assessment: This should include:

* Design drawings;
* Previous processing technical instruction for type of explosive article;
* Sensitivity data (Obtained from manufacturer);
* Chemical stability information;
* Hazard classification codes; and
* Health Hazards, including Material Data sheet for hazardous substances.
	+ - * Directive 2000/76/EC of the European Parliament and of the Council on 04 December 2000 on the Incineration of Waste;
			* Directive 2003/105/EC of the European Parliament and of the Council of 16 December 2003 on the Control of Major-Accident Hazards (COMAH) involving dangerous substances;
			* Directive 2006/12/EX of the European Parliament and of the Council of 05 April 2006 on Waste; and
* Basel Convention on the control of Trans-Boundary Movements of Hazardous Wastes and their Disposal
* The Contractor must formally document all finding for the Risk Assessment. These include: explosive dust risk, low sensitiveness, explosive risk, health risks to personnel and irritant fumes etc.

**SAFE SYSTEM OF SERVICE-WORK (SSOS-W)**: The contractor shall ensure the safe processing of ammunition and explosives through the establishment of a SSOW This should include:

* + Trained and competent staff;
	+ Appropriate levels of direct supervision and management;
	+ Suitable written work instructions (Inspection and Repair Instructions) (I&RI);
	+ Appropriate tools and equipment; and
	+ Adequate work facilities.

**CONTROLLING THE RISK:** The Contractor shall introduce systems and techniques for controlling the RISK during all processing operations. This shall be done by:

**EXPLOSIVE LIMITS:** A major element of risk reduction shall be to limit the quantity of ammunition and explosives present in the Ammunition Process Building (APB). The physical Net Explosive Quantity (NEQ) stored shall be the minimum necessary for the safe and efficient conduct of the processing task and shall never exceed the necessary quantity for one day’s work;

**MAN LIMITS**: A limitation on the number of staff and visitors present within the APB shall be applied – This is known as ‘man limits’;

**LOWER RISK OPERATIONS**: Separate demilitarization processing tasks should not be conducted in a single location. One demilitarization task per APB. Separate tasks may be permitted simultaneously if the explosive risk in assessed as low. (A processing task shall never be considered as Low Risk where exposed explosive substances are present;

**RESTRICTED TASKS**: Due to high levels of risk, the contractor is to ensure that only named individuals who are specifically licensed to conduct operations that contain an inherent risk; and

**SERVICE-WORK INSTRUCTIONS**: Formal written work instructions shall be developed for EACH type of process task. The work instruction should consist of:

* + - General work instruction on the basic explosive safety that are applicable to all processing task; and
		- Specific work instructions applicable to a particular task.

**THE CONTRACTOR IS TO FOLLOW THE GUIDELINES LAID OUT IN IATG 06.50 and 07.10 .AN EXAMPLE OF A GENERAL WORK INSTRUCTION IS AT IATG 07.10, ANNEX C AND AN EXAMPLE OF A SPECIFIC WORK INSTRUCTION, IN THE FORM OF AN INSPECTION AND REPAIR INSTRUCTION (I&RI) IS AT IATG 07.20, ANNEX D.**

**SUPERVISION AND COMPETENCY OF STAFF**: The Contractor shall ensure that all staff are competent and trained to the appropriate level for each specific task. The Contractor is to maintain records and qualification records for all staff employed;

**PROCESSING FACILITY**: All ammunition processing tasks should take place in a purpose designed Ammunition Process Building where possible;

**EXPOSED AMMUNITION AND EXPLOSIVES**: The quantity of exposed explosives shall be kept to a minimum. All explosives that are not being worked on, should be appropriately covered to minimize the risk of initiation by spark; and

**REMOTE OPERATIONS**: The contractor is to ensure that remote operations are the first choice whenever possible. However, Remote operations shall always be used when;

* The explosive composition is sensitive; and/or
* The operation is considered more likely than normal to result in an explosion.

Explosive items shall not be broken down until the risks have been assessed, the operation has been planned and the layout and system of work, with the appropriate safety measures approved. Where the risk assessment determines the need, breakdown operations considered to have an unacceptable hazard/ risk shall always be carried out remotely:

- Manual or mechanical removal of fuses from ATGM Ammunition;

**PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**: The contractor after conducting the Risk Assessment is to supply Personal Protection Equipment and Clothing for the ammunition tasks identified. The PPEC should:

* + Provide a degree of protection against the effects of accidental fire or explosion;
	+ Provide protection from health hazards – (Identified in Material Data Hazard Sheets); and
	+ Reduce hazards such as static electricity. i.e. (Anti-static shoes and clothing).

**AUTHORIZED TOOLS AND EQUIPMENT**: The Contractor shall put in place a formal system to ensure that only authorized tools and equipment that are intrinsically safe are used in the process facility. For example, the use of iron or steel tools shall **NOT** be used when dealing with gunpowder or propellants and non-sparking tools/ materials, like brass used instead. A list of tools and equipment authorized for each process or task should be stated in the work instruction as per IATG 07.20, Clause 6.5 in Annex D; Authorized tools will also apply to any contractors working on site. If the contractor wishes to use unauthorized tools, the APB must cease work and all ammunition removed.

**GENERAL PROCEDURES**: The contractor shall adhere to the following procedures:

* + Pre-and post-work inspections;
	+ Ensure that all entrance and exits are kept clear;
	+ Minimize flammable materials in the APB;
* Segregation, safe and environmental disposal of explosive wastes. This includes waste-water for TNT wash-out facilities. TNT is classified as a poisonous substance to both Humans and animals, especially Fish. Steaming out requires that special precautions be taken to prevent contamination of the surrounding area and of aquifers in particular. Operatives are at particular risk from the toxic effects of TNT. Appropriate risk assessments shall be made and personal protective equipment and medical surveillance may invariably be required;

* + Temperature in the APBs (temperature range should be between 13°C and 24°C);
* Humidity in APB (Kept below 70% humidity);
	+ Maintain the APB clear from rubbish (potential fire risk);
	+ Spark prevention – (Use non-ferrous tools);
	+ Electrostatic Discharge (See IATG 06.50 Special safety precautions); and
	+ Radio Frequency Hazards (Mobile phones are prohibited in APBs).

**CONTIGENCY PLANNING:** The Contractor shall have in place procedures to deal with accidents. (See IATG 11.10 Ammunition accidents – reporting and investigation);

**THUNDERSTORMS**. All work shall cease and all ammunition packed away during thunderstorms;

**UNSAFE AMMUNITION**: The Contractor is to develop procedures to deal with any spillage of explosives or propellants and ammunition natures found in an UNSAFE condition. i.e. exudation of explosives or ammunition natures inadvertently dropped);

* All stocks shall be regularly inspected. Such inspections, with special reference to the onset of rust/ corrosion, to ensure that the explosives are disposed of before they become dangerous; and
* All ammunition and components shall be safely packed for transportation and handling after the demilitarization process. The contractor is to issue a ‘Certificate of Safety’ to ensure the explosives and ammunition are correctly packed and safe for transportation and handling and issued with a ‘Safe to Move Certificate’.

**INSTITUTIONAL ARRANGEMENT**

**Safety and security.** During the disposal of ammunition, the contractor will undertake all necessary security measures prescribed by the MoD/AF BiH ammunition disposal guidelines, UNDP, national, regional, and international standards. Security for all materials covered by this agreement will be provided by the contractor to meet the highest safety standards possible, until that point in time when they are demilitarized in their entirety. Any violations of safety, security, thefts or disappearance of materials from the contractor’s site that are covered by this agreement will be immediately reported to UNDP.

**Export of ammunition.** In the case that Contractor is exporting the ammunition outside of the country of origin (BiH), as a whole or partially demilitarized, it is necessary to follow instructions from the UNDP BiH and shall not exercise any steps solely in exporting process without prior approval and agreement from UNDP BiH. Such actions will be considered as a serious offence that may lead to termination of the contract.

**Reporting.** Weekly reporting will be conducted in accordance with procedures prescribed by the Ministry of Defense and the AF BiH.

* The Contractor will submit a weekly report stating the results for that week and the plan for the next week. This plan will encompass a day-to-day over iew of the caliber of ammunition, type, and daily rate by rounds and per gross weight together with a precise overview of the residual material also show as per type, origin and weight;
* All weekly and monthly reporting will be accompanied by photo and/or video documentation that will record the process of certification of the disposed quantities and remaining items;
* This photo documentation does not come under the promotional material clause and it will be separately made to document the process of disposal for archive purposes;
* One milestone report will consist of the following:
	+ Invoice;
	+ Overview report;
	+ A table stating all of the above-mentioned details of the items being disposed of;
	+ All certificates supporting the disposal of ammunition related to this contract only; and
	+ Signed verification and transfer of residuals document for the items in question.
	+ Final independent report on safe waste disposal.

These documents together with monthly report of achieving the objectives from the Disposal Timetable from the contract will form a base for any payment. Failing to conform/comply with this reporting mechanism, necessary to uphold the transparency of the process, will prevent the payment of delivered invoices/payments.

**Scrap material.**

**a**. In case that the ATGM Ammunition are going to be transported outside of the country for disposal the Bidder should be informed that scrap material remained after the disposal process is not the subject of return to the MoD BiH. It is expected that the offered price for the assignment is reduced and adjusted for the projected income obtained (by the Contractor) from the future sale of the residual materials at the current market prices.

**b**. In case that the ATGM Ammunition are going to be disposed in the country, scrap material left after the disposal process must be returned to the MoD BiH.

**Oversight.** The contractor will report to the EXPLODE+ Project Manager. All required changes in the Disposal plan, activities or required method and steps will be presented to the Project Officer pending approval or suggestion on how to continue.

**Monitoring and verification.** The BiH Ministry of Defense has established a Verification Committee with overall responsibility to monitor and verify the process of destruction in line with defined Options of full control in the process of demilitarization. The contractor will be responsible to log every step of the process and to issue certification for any stage completed. This will be confirmed by the Verification Commission of the Ministry of Defense of Bosnia and Herzegovina and results noted towards the demilitarization plan. UNDP staff will be monitoring the process and receiving and verifying report as per contractual obligations. The contractor will be responsible for weekly cooperation with the Verification Committee on site and will also report to the Committee the weekly quantities destroyed.

**LOT 2 - Disposal of Rocket Propelled Grenade/Projectile M80 – 64mm “ZOLJA ”**

The work will include complete disposal of Rocket Propelled Grenade/Projectile M80 – 64mm “ZOLJA ” projectile in a reverse engineering process to render all elements of ammunition FFE and certified non-usable for any parts of ammunition application in the future. To complete the assignment, the potential contractor can opt to perform complete demilitarization in BiH, partial demilitarization in BiH and abroad, or export and complete demilitarization of ammunition outside of BiH.To complete the assignment, the contractor must have facility,or access to the facility, that can support entire process of ammunition disposal (all technological lines) that must be presented within elaborates for disposal of RPG/P ZOLJA projectile. The subject ordnances are in Glamoč, Trebinje, Tuzla and Banja Luka.

**Quantities:**The contractor will be responsible for demilitarization of ammunition as follow:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Items to be disposed** | **Model/Type** | **Quantity** **(in pieces)** | **Description / Specifications of Services** | **Latest Delivery Date**  |
| Rocket Propelled Grenade/Projectile – 64mm “ZOLJA ” | M80 | 2,667 | Disposal of Rocket Propelled Grenade/Projectile M80 – 64mm “ZOLJA ” projectile be performed by disassembly of explosive ordnance  | Until December 04,2020 the contractor is obliged to submit following: 1. Final report of completing the Disposal plan from Bidder, supported with final report from Verification Committee of MoD BiH and confirmed by UNDP.2. To provide UNDP BiH with a proof that waste-scrap materials are dealt with (disposed/recycled or returned to MoD) in a proper way and according to proposed demilitarization approach. |
| **TOTAL quantity** | **2,667** |

The contractor will provide transportation for the above-mentioned quantity of subject ammunition to disposal premises of the contractor.

It is expected from contractor to perform disposal operations in order to complete the service within 120 days.

**Disposal of subject ordnances is to be executed following the strict guidelines on ammunition disposal issued by the Ministry of Defense of BiH.**

**The Contractor will be responsible for:**

* Conducting a General Risk Assessment covering all procedures and tasks to be included in the disposal plan;
* Taking over ammunition assigned for disposal;
* Operation at Licensed facility to be designated for ammunition processing;
* Preliminary inspection of ammunition;
* Preparatory works on ammunition;
* Disassembly of ammunition using appropriate equipment both machine and manually;
* Removal of all fuzes, primers and /or rocket propellant and all other explosive elements;
* Ensure that only authorized tool and equipment’s are used during the demilitarization process. This includes contractors conducting work-services in the Ammunition Process Buildings (APB);
* Safe disposal of the fuzes, boosters, or propellant by burning or open detonation; In accordance with IATG 10.10 – ‘Demilitarization and destruction of conventional ammunition’
* Destruction of the fuzes and primers;
* Burning out the propelled and tracer elements;
* Extraction of explosive;
* Rendering all other ammunition components beyond repair;
* Rendering all residues Free from Explosives (FFE);
* Rendering all disassembled components beyond repair;
* Packaging and labeling the loads (ammunition/hazardous matter) according to UN standards and ADR specification;
* Issuing “SAFE TO MOVE” certificates
* Demilitarization and disassembly of all other components using appropriate techniques and measures in accordance with the International Ammunition Technical Guidelines (IATG) and the procedures and demands of the Armed forces and the Ministry of Defense of BIH;
* Safe and ecological disposal of contaminated waste, for every step of the process, by products;
* Independent verification on eco-friendly waste disposal done by certified company Reporting; and
* Development of the necessary photo and video documentation supporting the narrative and financial reports.

**GENERAL SAFETY PROCEDURE TO BE ADHERED TO BY THE CONTRACTOR DURING ALL ASPECTS OF THE DEMILITARIZATION SERVICE**

**COMPLIANCE.** The contractor will be required to comply with all standard operational procedures (SOP) and ‘International Best Practices’ by adhering to the International Ammunition Technical Guidelines (IATG). The contractor must also comply with the prescribed by the authorized personnel of the military facility and UNDP following all applicable international standards. THE CONTRACTOR WILL FOLLOW ALL THE GUIDELINES LAID OUT IN IATG 07.10 - SAFETY AND RISK REDUCTION (AMMUNITION PROCESSING OPERATIONS). These include the following:

**SAFETY AND RISK REDUCTION**: The contractor is to specifically refer to IATG 06.10 – ‘Control of explosives facilities’ IATG 06.30 ‘Storage and handling of ammunition’ and IATG 06.50 ‘Specific Safety Precautions’.

**RISK ASSESSMENT**: The contractor is required to conduct and prepare a written Risk Assessment after arriving ammunition to disposal plant. Risk Assessment needs to be submitted to UNDP prior to starting ammunition processing activity. This should be in accordance with the guidelines contained within IATG 02.10. The Contractor is to obtain the minimum information of the hazard properties of explosives articles for processing should be available for the individual carrying out the Risk Assessment: This should include:

* Design drawings;
* Previous processing technical instruction for type of explosive article;
* Sensitivity data (Obtained from manufacturer);
* Chemical stability information;
* Hazard classification codes; and
* Health Hazards, including Material Data sheet for hazardous substances.
	+ - * Directive 2000/76/EC of the European Parliament and of the Council on 04 December 2000 on the Incineration of Waste;
			* Directive 2003/105/EC of the European Parliament and of the Council of 16 December 2003 on the Control of Major-Accident Hazards (COMAH) involving dangerous substances;
			* Directive 2006/12/EX of the European Parliament and of the Council of 05 April 2006 on Waste; and
* Basel Convention on the control of Trans-Boundary Movements of Hazardous Wastes and their Disposal
* The Contractor must formally document all finding for the Risk Assessment. These include: explosive dust risk, low sensitiveness, explosive risk, health risks to personnel and irritant fumes etc.

**SAFE SYSTEM OF SERVICE-WORK (SSOS-W)**: The contractor shall ensure the safe processing of ammunition and explosives through the establishment of a SSOW This should include:

* + Trained and competent staff;
	+ Appropriate levels of direct supervision and management;
	+ Suitable written work instructions (Inspection and Repair Instructions) (I&RI);
	+ Appropriate tools and equipment; and
	+ Adequate work facilities.

**CONTROLLING THE RISK:** The Contractor shall introduce systems and techniques for controlling the RISK during all processing operations. This shall be done by:

**EXPLOSIVE LIMITS:** A major element of risk reduction shall be to limit the quantity of ammunition and explosives present in the Ammunition Process Building (APB). The physical Net Explosive Quantity (NEQ) stored shall be the minimum necessary for the safe and efficient conduct of the processing task and shall never exceed the necessary quantity for one day’s work;

**MAN LIMITS**: A limitation on the number of staff and visitors present within the APB shall be applied – This is known as ‘man limits’;

**LOWER RISK OPERATIONS**: Separate demilitarization processing tasks should not be conducted in a single location. One demilitarization task per APB. Separate tasks may be permitted simultaneously if the explosive risk in assessed as low. (A processing task shall never be considered as Low Risk where exposed explosive substances are present;

**RESTRICTED TASKS**: Due to high levels of risk, the contractor is to ensure that only named individuals who are specifically licensed to conduct operations that contain an inherent risk; and

**SERVICE-WORK INSTRUCTIONS**: Formal written work instructions shall be developed for EACH type of process task. The work instruction should consist of:

* + - General work instruction on the basic explosive safety that are applicable to all processing task; and
		- Specific work instructions applicable to a particular task.

**THE CONTRACTOR IS TO FOLLOW THE GUIDELINES LAID OUT IN IATG 06.50 and 07.10 .AN EXAMPLE OF A GENERAL WORK INSTRUCTION IS AT IATG 07.10, ANNEX C AND AN EXAMPLE OF A SPECIFIC WORK INSTRUCTION, IN THE FORM OF AN INSPECTION AND REPAIR INSTRUCTION (I&RI) IS AT IATG 07.20, ANNEX D.**

**SUPERVISION AND COMPETENCY OF STAFF**: The Contractor shall ensure that all staff are competent and trained to the appropriate level for each specific task. The Contractor is to maintain records and qualification records for all staff employed;

**PROCESSING FACILITY**: All ammunition processing tasks should take place in a purpose designed Ammunition Process Building where possible;

**EXPOSED AMMUNITION AND EXPLOSIVES**: The quantity of exposed explosives shall be kept to a minimum. All explosives that are not being worked on, should be appropriately covered to minimize the risk of initiation by spark; and

**REMOTE OPERATIONS**: The contractor is to ensure that remote operations are the first choice whenever possible. However, Remote operations shall always be used when;

* The explosive composition is sensitive; and/or
* The operation is considered more likely than normal to result in an explosion.

Explosive items shall not be broken down until the risks have been assessed, the operation has been planned and the layout and system of work, with the appropriate safety measures approved. Where the risk assessment determines the need, breakdown operations considered to have an unacceptable hazard/ risk shall always be carried out remotely:

* Manual or mechanical removal of fuses from RPG Zolja;

**PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**: The contractor after conducting the Risk Assessment is to supply Personal Protection Equipment and Clothing for the ammunition tasks identified. The PPEC should:

* + Provide a degree of protection against the effects of accidental fire or explosion;
	+ Provide protection from health hazards – (Identified in Material Data Hazard Sheets); and
	+ Reduce hazards such as static electricity. i.e. (Anti-static shoes and clothing).

**AUTHORIZED TOOLS AND EQUIPMENT**: The Contractor shall put in place a formal system to ensure that only authorized tools and equipment that are intrinsically safe are used in the process facility. For example, the use of iron or steel tools shall **NOT** be used when dealing with gunpowder or propellants and non-sparking tools/ materials, like brass used instead. A list of tools and equipment authorized for each process or task should be stated in the work instruction as per IATG 07.20, Clause 6.5 in Annex D; Authorized tools will also apply to any contractors working on site. If the contractor wishes to use unauthorized tools, the APB must cease work and all ammunition removed.

**GENERAL PROCEDURES**: The contractor shall adhere to the following procedures:

* + Pre-and post-work inspections;
	+ Ensure that all entrance and exits are kept clear;
	+ Minimize flammable materials in the APB;
* Segregation, safe and environmental disposal of explosive wastes. This includes waste-water for TNT wash-out facilities. TNT is classified as a poisonous substance to both Humans and animals, especially Fish. Steaming out requires that special precautions be taken to prevent contamination of the surrounding area and of aquifers in particular. Operatives are at particular risk from the toxic effects of TNT. Appropriate risk assessments shall be made and personal protective equipment and medical surveillance may invariably be required;

* + Temperature in the APBs (temperature range should be between 13°C and 24°C);
* Humidity in APB (Kept below 70% humidity);
	+ Maintain the APB clear from rubbish (potential fire risk);
	+ Spark prevention – (Use non-ferrous tools);
	+ Electrostatic Discharge (See IATG 06.50 Special safety precautions); and
	+ Radio Frequency Hazards (Mobile phones are prohibited in APBs).

**CONTIGENCY PLANNING:** The Contractor shall have in place procedures to deal with accidents. (See IATG 11.10 Ammunition accidents – reporting and investigation);

**THUNDERSTORMS**. All work shall cease and all ammunition packed away during thunderstorms;

**UNSAFE AMMUNITION**: The Contractor is to develop procedures to deal with any spillage of explosives or propellants and ammunition natures found in an UNSAFE condition. i.e. exudation of explosives or ammunition natures inadvertently dropped);

* All stocks shall be regularly inspected. Such inspections, with special reference to the onset of rust/ corrosion, to ensure that the explosives are disposed of before they become dangerous; and
* All ammunition and components shall be safely packed for transportation and handling after the demilitarization process. The contractor is to issue a ‘Certificate of Safety’ to ensure the explosives and ammunition are correctly packed and safe for transportation and handling and issued with a ‘Safe to Move Certificate’.

**INSTITUTIONAL ARRANGEMENT**

**Safety and security.** During the disposal of ammunition, the contractor will undertake all necessary security measures prescribed by the MoD/AF BiH ammunition disposal guidelines, UNDP, national, regional, and international standards. Security for all materials covered by this agreement will be provided by the contractor to meet the highest safety standards possible, until that point in time when they are demilitarized in their entirety. Any violations of safety, security, thefts or disappearance of materials from the contractor’s site that are covered by this agreement will be immediately reported to UNDP.

**Export of ammunition.** In the case that Bidder is exporting the ammunition outside of the country of origin (BiH), as a whole or partially demilitarized, it is necessary to follow instructions from the UNDP BiH and shall not exercise any steps solely in exporting process without prior approval and agreement from UNDP BiH. Such actions will be considered as a serious offence that may lead to termination of the contract.

**Reporting.** Weekly reporting will be conducted in accordance with procedures prescribed by the Ministry of Defense and the AF BiH.

* The Contractor will submit a weekly report stating the results for that week and the plan for the next week. This plan will encompass a day-to-day over iew of the caliber of ammunition, type, and daily rate by rounds and per gross weight together with a precise overview of the residual material also show as per type, origin and weight;
* All weekly and monthly reporting will be accompanied by photo and/or video documentation that will record the process of certification of the disposed quantities and remaining items;
* This photo documentation does not come under the promotional material clause and it will be separately made to document the process of disposal for archive purposes;
* One milestone report will consist of the following:
	+ Invoice;
	+ Overview report;
	+ A table stating all of the above-mentioned details of the items being disposed of;
	+ All certificates supporting the disposal of ammunition related to this contract only; and
	+ Signed verification and transfer of residuals document for the items in question.
	+ Final independent report on safe waste disposal.

These documents together with monthly report of achieving the objectives from the Disposal Timetable from the contract will form a base for any payment. Failing to conform/comply with this reporting mechanism, necessary to uphold the transparency of the process, will prevent the payment of delivered invoices/payments.

**Scrap material.**

**a**. In case that the RPG/P Zolja are going to be transported outside of the country for disposal the Bidder should be informed that scrap material remained after the disposal process is not the subject of return to the MoD BiH. It is expected that the offered price for the assignment is reduced and adjusted for the projected income obtained (by the Bidder) from the future sale of the residual materials at the current market prices.

**b**. In case that the RPG/P Zolja are going to be disposed in the country, scrap material left after the disposal process must be returned to the MoD BiH.

**Oversight.** The contractor will report to the EXPLODE+ Project Manager. All required changes in the Disposal plan, activities or required method and steps will be presented to the Project Officer pending approval or suggestion on how to continue.

**Monitoring and verification.** The BiH Ministry of Defense has established a Verification Committee with overall responsibility to monitor and verify the process of destruction in line with defined Options of full control in the process of demilitarization. The contractor will be responsible to log every step of the process and to issue certification for any stage completed. This will be confirmed by the Verification Commission of the Ministry of Defense of Bosnia and Herzegovina and results noted towards the demilitarization plan. UNDP staff will be monitoring the process and receiving and verifying report as per contractual obligations. The contractor will be responsible for weekly cooperation with the Verification Committee on site and will also report to the Committee the weekly quantities destroyed.

**LOT 3 – Disposal of White Phosphorous (WP) Ammunition**

The service will include complete demilitarization of ammunition filled with white phosphorous up to the level of a substance-filled shell case (without any initiating elements, cartridge case and propellant charge) designated as HAZCLASS 4.2G. Upon disassembling, ammunition shell cases will be subjected to procedure of WP extraction. Once WP has been extracted it will be recycled by an accredited chemical or waste management company with references in disposal of white phosphorous. To complete the assignment, the potential contractor can opt between complete demilitarization in BiH with WP recycling, partial demilitarization with WP recycling abroad, or export of complete ammunition outside of BiH to process, ammunition components and recycle WP. The subject ordnances are in Vogošća and Glamoč.

**Quantities:**The Contractor will be responsible for demilitarization of ammunition as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Items to be disposed** | **Model/Type** | **Quantity** **(in pieces)** | **Description / Specifications of Services** | **Latest Delivery Date**  |
| Mortar shell 120 mm smoke  | M89 WP | 37 | Disposal of White Phosphorous (WP) Ammunition e be performed by disassembly of explosive ordnance.  | Until December 04,2020 the contractor is obliged to submit following: 1. Final report of completing the Disposal plan from Bidder, supported with final report from Verification Committee of MoD BiH and confirmed by UNDP.2. To provide UNDP BiH with a proof that waste-scrap materials are dealt with (disposed/recycled or returned to MoD) in a proper way and according to proposed demilitarization approach. |
| Mortar shell 82 mm smoke  | M74 WP | 4 |
| Projectile 76 mm WP | D350 | 418 |
| Projectile 105 mm WP | M60 | 7 |
| Projectile 122 mm WP | D-462 | 2 |
| Projectile 84 mm smoke  | 469C | 248 |
| Projectile 84 mm smoke | 469C  | 24 |
| Projectile 84 mm smoke | 469C | 430 |
| **TOTAL quantity** | **1170** |

The contractor will provide transportation for the above-mentioned quantity of subject ammunition to disposal premises of the contractor.

It is expected from contractor to perform disposal operations in order to complete the service within 120 days.

**The Contractors will be responsible for:**

* Conducting a General Risk Assessment covering all procedures and tasks;
* Taking over ammunition assigned for disposal;
* Transporting ammunition from the storages to the processing facility including national, international, and local transport;
* Operation at Licensed facility to be designated for ammunition processing and WP extraction;
* Conducting all procedures regarding certification of transported goods (ammunition/hazardous material), and obtaining permits (export, import, and transit) in line with international regulations;
* Preliminary inspection of ammunition;
* Preparatory works on ammunition;
* Disassembly of ammunition using appropriate equipment both machine and manually;
* Removal of all primers, propellant and all other explosive elements;
* Ensure that only authorized tool and equipment’s are used during the demilitarization process. This includes contractors conducting work-services in the Ammunition Process Buildings (APB);
* Safe disposal of the recovered propellant by burning; In accordance with IATG 10.10 –‘Demilitarization and destruction of conventional ammunition’
* Destruction of the primers;
* Rendering all other ammunition components beyond repair;
* Rendering all residues Free from Explosives (FfE);
* Residues to make them FfE, Free from Chemical (FFC);
* Rendering all disassembled components beyond repair;
* Packaging and labeling the loads (ammunition/hazardous matter) according to UN standards and ADR specification;
* Issuing “SAFE TO MOVE” certificates
* Demilitarization and disassembly of all other components using appropriate techniques and measures in accordance with the International Ammunition Technical Guidelines (IATG) and the procedures and demands of the Armed forces and the Ministry of Defense of BIH;
* Extraction of the WP fill from the shells;
* Recycling of WP;
* Issuing a certificate about the successful recycling of WP and complete FfE and FFC;
* Safe and ecological disposal of contaminated waste, for every step of the process, including final disposal of barrels and associated materials upon WP recycle;
* Independent verification on eco-friendly waste disposal done by certified company Reporting; and
* Development of the necessary photo and video documentation supporting the narrative and financial reports.
	+ - 1. **GENERAL SAFETY PROCEDURE TO BE ADHERED TO BY THE CONTRACTOR DURING ALL ASPECTS OF THE DEMILITARISATION WORK**

**COMPLIANCE.** The Contractor will be required to comply with all standard operational procedures (SOP) and ‘International Best Practices’ by adhering to the International Ammunition Technical Guidelines (IATG). The contractor must also comply with the prescribed by the authorized personnel of the military facility and UNDP following all applicable international standards. THE CONTRACTOR WILL FOLLOW ALL THE GUIDELINES LAID OUT IN IATG 07.10 - SAFETY AND RISK REDUCTION (AMMUNITION PROCESSING OPERATIONS). These include the following:

**SAFETY AND RISK REDUCTION:** The Contractor is to specifically refer to IATG 06.10 – ‘Control of explosives facilities’ IATG 06.30 ‘Storage and handling of ammunition’ and IATG 06.50 ‘Specific Safety Precautions’.

**RISK ASSESSMENT:** The Contractor is required to conduct and prepare a written Risk Assessment prior to starting any ammunition processing activity. This should be in accordance with the guidelines contained within IATG 02.10. The Contractors is to obtain the minimum information of the hazard properties of explosives articles for processing should be available for the individual carrying out the Risk Assessment: This should include:

* Design drawings;
* Previous processing technical instruction for type of explosive article;
* Sensitivity data (Obtained from manufacturer);
* Chemical stability information;
* Hazard classification codes; and
* Health Hazards, including Material Data sheet for hazardous substances.
	+ - * Directive 2000/76/EC of the European Parliament and of the Council on 04 December 2000 on the Incineration of Waste;
			* Directive 2003/105/EC of the European Parliament and of the Council of 16 December 2003 on the Control of Major-Accident Hazards (COMAH) involving dangerous substances;
			* Directive 2006/12/EX of the European Parliament and of the Council of 05 April 2006 on Waste; and
* Basel Convention on the control of Trans-Boundary Movements of Hazardous Wastes and their Disposal
* The Contractors must formally document all finding for the Risk Assessment. These include: explosive dust risk, low sensitiveness, explosive risk, health risks to personnel and irritant fumes etc.

**SAFE SYSTEM OF WORK (SSOW):** The Contractor shall ensure the safe processing of ammunition and explosives through the establishment of a SSOW This should include:

* + Trained and competent staff;
	+ Appropriate levels of direct supervision and management;
	+ Suitable written work instructions (Inspection and Repair Instructions) (I&RI);
	+ Appropriate tools and equipment; and
	+ Adequate work facilities.

**CONTROLLING THE RISK:** The Contractor shall introduce systems and techniques for controlling the RISK during all processing operations. This shall be done by:

**EXPLOSIVE LIMITS**: A major element of risk reduction shall be to limit the quantity of ammunition and explosives present in the Ammunition Process Building (APB). The physical Net Explosive Quantity (NEQ) stored shall be the minimum necessary for the safe and efficient conduct of the processing task and shall never exceed the necessary quantity for one day’s work;

**MAN LIMITS:** A limitation on the number of staff and visitors present within the APB shall be applied – This is known as ‘man limits’;

**LOWER RISK OPERATIONS:** Separate demilitarization processing tasks should not be conducted in a single location. One demilitarization task per APB. Separate tasks may be permitted simultaneously if the explosive risk in assessed as low. (A processing task shall never be considered as Low Risk where exposed explosive substances are present;

**RESTRICTED TASKS:** Due to high levels of risk, the contractor is to ensure that only named individuals who are specifically licensed to conduct operations that contain an inherent risk; and

**WORK INSTRUCTIONS:** Formal written work instructions shall be developed for EACH type of process task. The work instruction should consist of:

* + - General work instruction on the basic explosive safety that are applicable to all processing task; and
		- Specific work instructions applicable to a particular task.

**THE CONTRACTOR IS TO FOLLOW THE GUIDELINES LAID OUT IN IATG 06.50 and 07.10 .AN EXAMPLE OF A GENERAL WORK INSTRUCTION IS AT IATG 07.10, ANNEX C AND AN EXAMPLE OF A SPECIFIC WORK INSTRUCTION, IN THE FORM OF AN INSPECTION AND REPAIR INSTRUCTION (I&RI) IS AT IATG 07.20, ANNEX D.**

**SUPERVISION AND COMPETENCY OF STAFF**: The Contractor shall ensure that all staff are competent and trained to the appropriate level for each specific task. The Contractors is to maintain records and qualification records for all staff employed;

**PROCESSING FACILITY:** All ammunition processing tasks should take place in a purpose designed Ammunition Process Building where possible;

**EXPOSED AMMUNITION AND EXPLOSIVES**: The quantity of exposed explosives shall be kept to a minimum. All explosives that are not being worked on, should be appropriately covered to minimize the risk of initiation by spark; and

**REMOTE OPERATIONS**: The Contractor is to ensure that remote operations are the first choice whenever possible. However, Remote operations shall always be used when;

* The explosive composition is sensitive; and/or
* The operation is considered more likely than normal to result in an explosion.

Explosive items shall not be broken down until the risks have been assessed, the operation has been planned and the layout and system of work, with the appropriate safety measures approved. Where the risk assessment determines the need, breakdown operations considered to have an unacceptable hazard/ risk shall always be carried out remotely:

* Manual removal of fuses from large ammunition natures; i.e. artillery, mortar and tank ammunition, is to be discouraged;

**PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**: The Contractor after conducting the Risk Assessment is to supply Personal Protection Equipment and Clothing for the ammunition tasks identified. The PPEC should:

* + Provide a degree of protection against the effects of accidental fire or explosion;
	+ Provide protection from health hazards – (Identified in Material Data Hazard Sheets); and
	+ Reduce hazards such as static electricity. i.e. (Anti-static shoes and clothing).

**AUTHORIZED TOOLS AND EQUIPMENT**: The Contractor shall put in place a formal system to ensure that only authorized tools and equipment that are intrinsically safe are used in the process facility. For example, the use of iron or steel tools shall **NOT** be used when dealing with gunpowder or propellants and non-sparking tools/ materials, like brass used instead. A list of tools and equipment authorized for each process or task should be stated in the work instruction as per IATG 07.20, Clause 6.5 in Annex D; Authorized tools will also apply to any contractors working on site. If the contractor wishes to use unauthorized tools, the APB must cease work and all ammunition removed.

**GENERAL PROCEDURES**: The Contractor shall adhere to the following procedures:

* + Pre-and post-work inspections;
	+ Ensure that all entrance and exits are kept clear;
	+ Minimize flammable materials in the APB;
* Segregation, safe and environmental disposal of explosive wastes. This includes waste-water for TNT wash-out facilities. TNT is classified as a poisonous substance to both Humans and animals, especially Fish. Steaming out requires that special precautions be taken to prevent contamination of the surrounding area and of aquifers in particular. Operatives are at particular risk from the toxic effects of TNT. Appropriate risk assessments shall be made and personal protective equipment and medical surveillance may invariably be required;

* + Temperature in the APBs (temperature range should be between 13°C and 24°C);
* Humidity in APB (Kept below 70% humidity);
	+ Maintain the APB clear from rubbish (potential fire risk);
	+ Spark prevention – (Use non-ferrous tools);
	+ Electrostatic Discharge (See IATG 06.50 Special safety precautions); and
	+ Radio Frequency Hazards (Mobile phones are prohibited in APBs).

**CONTIGENCY PLANNING**: The Contractor shall have in place procedures to deal with accidents. (See IATG 11.10 Ammunition accidents – reporting and investigation);

**THUNDERSTORMS**. All work shall cease and all ammunition packed away during thunderstorms;

**UNSAFE AMMUNITION**: The Contractor is to develop procedures to deal with any spillage of explosives or propellants and ammunition natures found in an UNSAFE condition. i.e. exudation of explosives or ammunition natures inadvertently dropped);

* All stocks shall be regularly inspected. Such inspections, with special reference to the onset of rust/ corrosion, to ensure that the explosives are disposed of before they become dangerous; and
* All ammunition and components shall be safely packed for transportation and handling after the demilitarization process. The contractor is to issue a ‘Certificate of Safety’ to ensure the explosives and ammunition are correctly packed and safe for transportation and handling and issued with a ‘Safe to Move Certificate’.

**INSTITUTIONAL ARRANGEMENT**

**Safety and security.** During the disposal of ammunition, the Contractor will undertake all necessary security measures prescribed by the MoD/AF BiH ammunition disposal guidelines, UNDP, national, regional, and international standards. Security for all materials covered by this agreement will be provided by the Contractors to meet the highest safety standards possible, until that point in time when they are demilitarized in their entirety. Any violations of safety, security, thefts or disappearance of materials from the Contract’s site that are covered by this agreement will be immediately reported to UNDP.

**Export of ammunition.** In the case that Bidder is exporting the ammunition outside of the country of origin (BiH), as a whole or partially demilitarized, it is necessary to follow instructions from the UNDP BiH and shall not exercise any steps solely in exporting process without prior approval and agreement from UNDP BiH. Such actions will be considered as a serious offence that may lead to termination of the contract.

**Reporting:** Weekly reporting will be conducted in accordance with procedures prescribed by the Ministry of Defense and the AF BiH.

* The Contractor will submit a weekly report stating the results for that week and the plan for the following. This plan will encompass a day-to-day overview of the caliber of ammunition, type, and daily rate by rounds and per gross weight together with a precise overview of the residual material also show as per type, origin and weight;
* All weekly and monthly reporting will be accompanied by photo and/or video documentation that will record the process of certification of the disposed quantities and remaining items;
* This photo documentation does not come under the promotional material clause and it will be separately made to document the process of disposal for archive purposes;
* One milestone report will consist of the following:
	+ Invoice;
	+ Overview report;
	+ A table stating all of the above-mentioned details of the items being disposed of;
	+ All certificates supporting the disposal of ammunition related to this contract only; and
	+ Signed verification and transfer of residuals document for the items in question.
	+ Final independent report on safe waste disposal.

These documents together with monthly report of achieving the objectives from the Disposal Timetable from the contract will form a base for any payment. Failing to conform/comply with this reporting mechanism, necessary to uphold the transparency of the process, will prevent the payment of delivered invoices/payments.

**Scrap material.**

**a**. In case that the WP ammunition are going to be transported outside of the country for disposal the Bidder should be informed that scrap material remained after the disposal process is not the subject of return to the MoD BiH. It is expected that the offered price for the assignment is reduced and adjusted for the projected income obtained (by the Bidder) from the future sale of the residual materials at the current market prices.

**b**. In case that the WP ammunition are going to be disposed in the country, scrap material left after the disposal process must be returned to the MoD BiH.

**Oversight.** The Contractor will report to the EXPLODE+ Project Manager. Their work will be under direct scrutiny of the UNDP’s ammunition specialists. All required changes in the Disposal plan, activities or required method and steps will be presented to the Project Officer pending approval or suggestion on how to continue.

**Monitoring and verification.** The BiH Ministry of Defense has established a Verification Committee with overall responsibility to monitor and verify the process of destruction in line with defined Options of full control in the process of demilitarization. The Contractor will be responsible to log every step of the process and to issue certification for any stage completed. This will be confirmed by the Verification Commission of the Ministry of Defense of Bosnia and Herzegovina and results noted towards the demilitarization plan. UNDP staff will be monitoring the process and receiving and verifying report as per contractual obligations. The contractor will be responsible for weekly cooperation with the Verification Committee on site and will also report to the Committee the weekly quantities destroyed.

# 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 | 🗹 As per Bidders indicated place for demilitarization service  |
| Mode of Transport Preferred | Land  |
| UNDP Preferred Freight Forwarder, if any | UNDP has no preferred Freight Forwarder, but the Bidder must ensure that Freight Forwarder to be engaged is the company that has capacity with relevant certification (ADR for human and transportation means) to execute the task for transportation of explosive materials or that the Bidder possesses its own capacity to transport subject ordnances fulfilling the same requirements.  |
| Distribution of shipping documents *(if using freight forwarder)* | In the case that Bidder/Authorized company (Exporter) is exporting the ammunition outside of the country of origin (BiH) for demilitarization, the bidder is responsible for following: - Exporting documents are obtained from Ministry of Defense BiH for subject ordnances (for LOT 3 Ministry of Defense BiH and company Pretis d.d. Vogošća, BiH will provide export documents),- Import permit for subject ordnances obtained from the relevant national authority of the country where demilitarization will be performed,- Export permit obtained from Ministry of Foreign Trade and Economic Relations BiH for subject ordnances,- Transport permits obtained through BiH and all other countries through which subject ordnances are transported in order to reach the final destination of demilitarization.In the case that Bidder is demilitarizing the ammunition in BiH, such procedure is not applicable as ammunition is demilitarized locally and no export/import documents are required.All the steps in the process of obtaining documentation from the relevant authorities must seek prior approval from the UNDP to ensure timely activities implementation and full coordination. |
| Customs, if required, clearing shall be done by: | The customs shall be done by authorized company selected by the Bidder that has valid licenses of national authorities to perform export/import of weapons, ammunition and explosives.  |
| Pre-shipment inspection | YES; Ammunition is subject to joint pre-shipment inspection by the Verification Committee of MoD, UNDP and the Bidder. |
| Inspection upon delivery | YES-As per Schedule of Requirements and Scope of Services |
| Commissioning | Final Inspection of services will be performed by UNDP EXPLODE+ Project Team and Verification Committee from MoD BiH. |
| Payment Terms *(max. advanced payment is 20% as per UNDP policy)* | 🗹 Based upon Invoices submitted by the Contractor and Interim Payment Certificates issued by the Verification Committee from MoD BiH, UNDP shall make progress payments. The period covered by each Invoice shall be at monthly bases during the Time for completion. Invoices shall indicate the percentage of completion of each portion of services as of the end of the period covered by the Invoice. Each Invoice shall be based on the Ammunition Demilitarization Plan submitted by the Contractor in accordance with the tender documents.🗹 Invoices reflecting final payment certificates shall be paid within 30 (thirty) days of the date of their receipt and acceptance by UNDP. |
| Conditions for Release of Payment | Written Acceptance of Performed Services by UNDP Ammunition Technical Officer. |
| All documentations, including catalogues, instructions and operating manuals, shall be in this language  | English/Local language |

# 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
 | [ ]  |
| * Form B: Bidder Information Form
 | [ ]  |
| * Form C: Joint Venture/Consortium/ Association Information Form
 | [ ]  |
| * Form D: Qualification Form
 | [ ]  |
| * Form E: Format of Technical Bid/Bill of Quantities
 | [ ]  |
| * From G: Form of Bid Security
 |  |
| * [Add other forms as necessary]
 | [ ]  |
| **Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?**  | [ ]  |

**Price Schedule:**

|  |  |
| --- | --- |
| * Form F: Price Schedule Form
 | [ ]  |

## Form A: Bid Submission Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | [Insert ITB Reference Number] |

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] 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:

1. 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;
2. 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;
3. have no conflict of interest in accordance with Instruction to Bidders Clause 4;
4. 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);
5. 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;
6. 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 weembrace 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

|  |  |
| --- | --- |
| **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 UGNM 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:**  | **🗹 Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation;** **🗹 Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder;****🗹 Verified list of registered employees (names, profile, skills, years of experience included) and CV’s of personnel to be engaged;****🗹 Income Statement and Balance Sheet as required by the law of the Bidder’s country, for last three years;****🗹 All information regarding any past and current litigation during the last two (2) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded, if any;****🗹 List of projects performed for the last 5 years with similar nature and complexity, in the form of a table containing name of project, short description of works/services, value of works/services, plus client’s contact details who may be contacted for further information on those contracts.****🗹 Ammunition disposal plan(Elaborate), covering in detail all of the relevant factors including timeframe, licensing from local authorities, method of disposal, contingency plans, safety measures, environmental monitoring and protection plan, methodology for the transport/disposal/recycling of munitions, identification of location and requirements, (equipment, facilities, human resources, certificates etc.), transportation plan with safety measures (where applicable), physical security plan;** **🗹 Gantt Chart-Ammunition Demilitarization Timetable for all items of the Schedule of Requirements and Technical Specifications (per LOT) with completion deadline;****🗹 All relevant permits/licenses to process/dispose ammunition, explosive and ammunition components in the licensed facility/location as required by state law in country of demilitarization service; (For each LOT)****🗹 Certificates on management system ISO 9001:2015;****🗹 License to process/recycle WP fill, duly issued by national authority (both for bidder/authorized personnel and for demilitarization site/facility) (Only for LOT 3)** **🗹 Certificates on ammunition and explosive handling and processing issued by official national institution for all personnel involved in ammunition disposal operations (for all LOT’s)** **and CV’s of personnel to be engaged as follows:****LOT 1****🗹 CV of full time employed manager with minimum 5 years of experience in handling and disassembly of ATGM or more complex ammunition, respectively;** **🗹 CVs of minimum 5 individuals employed full time or subcontracted with at least 5 years of experience in handling and disassembly of ATGM or more complex ammunition, respectively;** **For LOT 2****🗹 CV of full-time employed team leader with minimum five (5) years of experience in production/disposal of explosive ordnances,****🗹 CV of 5 full-time employed pyrotechnicians with minimum five (5) years of experience in the field of handling explosive materials.****For LOT 3****🗹 CV of full time employed manager with minimum 5 years of experience in handling and disassembly of ammunition and in technologies for processing WP ammunition;** **🗹 CV of 6 full-time employed pyrotechnicians or subcontracted with minimum 5 years of experience in handling and disassembly of ammunition and in technologies for processing WP ammunition.** |

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

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | [Insert ITB Reference Number] |

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## Form D: Eligibility and Qualification Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | [Insert ITB Reference Number] |

If JV/Consortium/Association, 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 5 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 3 (three) Clients or more.

**Financial Standing**

|  |  |
| --- | --- |
| **Annual Turnover for the last 3 years** | Year       USD      Year       USD      Year       USD       |
| **Latest Credit Rating (if any), indicate the source** |  |

|  |  |
| --- | --- |
| **Financial information**(in US$ equivalent) | **Historic information for the last 3 years** |
|  | Year 1 | Year 2 | Year 3 |
|  | *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:

* 1. Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
	2. Historic financial statements must be audited by a certified public accountant;
	3. 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: | [Insert ITB Reference Number] |

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. 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).
	2. Relevance of specialized knowledge and experience on similar engagements done in the region/country.
	3. Quality assurance procedures and risk mitigation measures.
	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.

* 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. 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.
	3. The bid shall also include details of the Bidder’s internal technical and quality assurance review mechanisms.
	4. Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
	5. Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

|  |  |
| --- | --- |
| **Services to be Supplied and** **Requirements** | **Your response** |
| **Compliance with requirements** | **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)* |
| **LOT 1 Disposal of Anti-Tank Guided Missiles**  |  |  |  |  |  |
| **LOT 2 Disposal of Rocket Propelled Grenade/Projectile M80 – 64mm “ZOLJA ”** |  |  |  |  |  |
| **LOT 3 Disposal of WP Ammunition** |  |  |  |  |  |

**SECTION 3: Management Structure and Key Personnel**

* 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.
	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: | [Insert ITB Reference Number] |

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

**Currency of the Bid:** [Insert Currency]

**Price Schedule Per LOT’s**

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to work price. Separate figures must be provided for each functional grouping or category, if any.

**LOT 1**

|  |
| --- |
| **A. Cost Breakdown by Cost Component** |
| **Item #** | **Description** | **UOM** | **Quantity** | **Unit Price (VAT Exclusive)** | **Total Price** **(VAT Exclusive)** |
| 1. | Ammunition processing/demilitarization | Piece |  |  |  |
| 2.  | Cost of Transportation | Lump Sum |  |  |  |
| 3.  | Participation of value of scrap material obtained from demilitarization in price reduction **(in the case that ammunition is demilitarized outside of BiH)\*** | Lump Sum |  |  |  |
| **GRAND TOTAL (VAT Exclusive)** |  |
| **B. All-inclusive price item** |
|  | **Type and model** | **UOM** | **Quantity** | **Unit Price****(VAT Exclusive)** | **Total Price****(VAT Exclusive)** |
| 1. | Anti-tank guided missiles 9K111 Fagot  | Piece | 23 |  |  |
| 2.  | Anti-tank guided missiles 9M111 Fagot | Piece | 9 |  |  |
| 3. | Anti-tank guided missiles 9M113 Konkurs  | Piece | 3 |  |  |
| 4. | Anti-tank guided missiles TF 8 (HJ-8) | Piece | 22 |  |  |
| 5. | Anti-tank guided missiles MILAN | Piece  | 13 |  |  |
| **GRAND TOTAL (VAT Exclusive)** |  |

**Total cost expressed in ‘Cost Breakdown by Cost Component’ must be equal to ‘All-inclusive price item’ part of the table.**

\* In case that the ATGM ammunition are going to be disposed in the country (BIH), scrap material left after the disposal process must be returned to the MoD BiH.

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

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

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

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

**LOT 2**

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| **A. Cost Breakdown by Cost Component** |
| **Item #** | **Description** | **UOM** | **Quantity** | **Unit Price (VAT Exclusive)** | **Total Price** **(VAT Exclusive)** |
| 1. | Ammunition processing/demilitarization | Piece |  |  |  |
| 2.  | Cost of Transportation | Lump Sum |  |  |  |
| 3.  | Participation of value of scrap material obtained from demilitarization in price reduction **(in the case that ammunition is demilitarized outside of BiH)\*** | Lump Sum |  |  |  |
| **GRAND TOTAL (VAT Exclusive)** |  |
| **B. All-inclusive price item** |
|  | **Type and model** | **UOM** | **Quantity** | **Unit Price****(VAT Exclusive)** | **Total Price****(VAT Exclusive)** |
| 1. | Rocket Propelled Grenade/Projectile – 64mm “ZOLJA ” M80  | Piece | 2,667 |  |  |
| **GRAND TOTAL (VAT Exclusive)** |  |

**Total cost expressed in ‘Cost Breakdown by Cost Component’ must be equal to ‘All-inclusive price item’ part of the table.**

\* In case that the RPGP ammunition are going to be disposed in the country (BIH), scrap material left after the disposal process must be returned to the MoD BiH.

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

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

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

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

**LOT 3**

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| --- |
| **A. Cost Breakdown by Cost Component** |
| **Item #** | **Description** | **UOM** | **Quantity** | **Unit Price (VAT Exclusive)** | **Total Price** **(VAT Exclusive)** |
| 1. | Ammunition processing/demilitarization | Piece |  |  |  |
| 2.  | Cost of Transportation | Lump Sum |  |  |  |
| 3.  | Participation of value of scrap material obtained from demilitarization in price reduction **(in the case that ammunition is demilitarized outside of BiH)\*** | Lump Sum |  |  |  |
| **GRAND TOTAL (VAT Exclusive)** |  |
| **B. All-inclusive price item** |
|  | **Type and model** | **UOM** | **Quantity** | **Unit Price****(VAT Exclusive)** | **Total Price****(VAT Exclusive)** |
| 1. | Mortar shell 120 mm smoke M89 WP | Piece | 37 |  |  |
| 2. | Mortar shell 82 mm smoke M74 WP | Piece | 4 |  |  |
| 3. | Projectile 76 mm WP D350 | Piece | 418 |  |  |
| 4. | Projectile 105 mm WP M60 | Piece | 7 |  |  |
| 5.  | Projectile 122 mm WP D-462 | Piece | 2 |  |  |
| 6. | Projectile 84 mm smoke 469C | Piece | 702 |  |  |
| **GRAND TOTAL (VAT Exclusive)** |  |

**Total cost expressed in ‘Cost Breakdown by Cost Component’ must be equal to ‘All-inclusive price item’ part of the table.**

\* In case that the WP ammunition are going to be disposed in the country (BIH), scrap material left after the disposal process must be returned to the MoD BiH.

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

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

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

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

## FORM G: Form of Bid Security

Bid Security must be issued using the official letterhead of the Issuing Bank.

Except for indicated fields, no changes may be made on this template.

To: UNDP

 *[Insert contact information as provided in Data Sheet]*

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

1. Fails to sign the Contract after UNDP has awarded it;
2. Withdraws its Bid after the date of the opening of the Bids;
3. Fails to comply with UNDP’s variation of requirement, as per ITB instructions; or
4. 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]*

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. [↑](#footnote-ref-2)