



*Empowered lives.
Resilient nations.*

INVITATION TO BID

**Full Rehabilitation of Al-Somoud Water Complex (200 m³/hr)
with the Pipeline in Albo-Manea Area in Al-Furat District – Heet**

GPS: 33.530458N, 42.968429E

ITB No.: IRQ10-ITB-069-22

Project: Funding Facility for Stabilization

Country: Iraq

Issued on: 24 February 2022

Contents

| | |
|---|----|
| Section 1. Letter of Invitation | 4 |
| Section 2. Instruction to Bidders..... | 6 |
| GENERAL PROVISIONS..... | 6 |
| 1. Introduction..... | 6 |
| 2. Fraud & Corruption, Gifts and Hospitality..... | 6 |
| 3. Eligibility..... | 6 |
| 4. Conflict of Interests..... | 7 |
| B. PREPARATION OF BIDS | 7 |
| 5. General Considerations..... | 7 |
| 6. Cost of Preparation of Bid..... | 8 |
| 7. Language..... | 8 |
| 8. Documents Comprising the Bid..... | 8 |
| 9. Documents Establishing the Eligibility and Qualifications of the Bidder..... | 8 |
| 10. Technical Bid Format and Content..... | 8 |
| 11. Price Schedule..... | 8 |
| 12. Bid Security..... | 8 |
| 13. Currencies..... | 9 |
| 14. Joint Venture, Consortium or Association..... | 9 |
| 15. Only One Bid..... | 10 |
| 16. Bid Validity Period..... | 10 |
| 17. Extension of Bid Validity Period..... | 10 |
| 18. Clarification of Bid (from the Bidders)..... | 11 |
| 19. Amendment of Bids..... | 11 |
| 20. Alternative Bids..... | 11 |
| 21. Pre-Bid Conference..... | 11 |
| C. SUBMISSION AND OPENING OF BIDS | 12 |
| 22. Submission..... | 12 |
| Hard copy (manual) submission..... | 12 |
| Email and eTendering submissions | 12 |
| 23. Deadline for Submission of Bids and Late Bids | 12 |
| 24. Withdrawal, Substitution, and Modification of Bids..... | 13 |
| 25. Bid Opening | 13 |
| D. EVALUATION OF BIDS | 13 |
| 26. Confidentiality..... | 13 |
| 27. Evaluation of Bids | 13 |
| 28. Preliminary Examination | 14 |
| 29. Evaluation of Eligibility and Qualification | 14 |
| 30. Evaluation of Technical Bid and prices | 14 |
| 31. Due diligence | 14 |
| 32. Clarification of Bids | 15 |
| 33. Responsiveness of Bid | 15 |
| 34. Nonconformities, Reparable Errors and Omissions | 15 |
| E. AWARD OF CONTRACT | 16 |
| 35. Right to Accept, Reject, Any or All Bids | 16 |
| 36. Award Criteria | 16 |
| 37. Debriefing | 16 |
| 38. Right to Vary Requirements at the Time of Award | 16 |
| 39. Contract Signature | 16 |
| 40. Contract Type and General Terms and Conditions | 16 |
| 41. Performance Security | 16 |
| 42. Bank Guarantee for Advanced Payment | 16 |

| | | |
|--|--------------------------|----|
| 43. | Liquidated Damages | 17 |
| 44. | Payment Provisions | 17 |
| 45. | Vendor Protest | 17 |
| 46. | Other Provisions | 17 |
| Section 3. Bid Data Sheet | | 18 |
| Section 4. Evaluation Criteria..... | | 23 |
| Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities | | 27 |
| Section 5b: Other Related Requirements | | 27 |
| Section 6: Returnable Bidding Forms / Checklist..... | | 36 |
| Form A: Bid Submission Form..... | | 37 |
| Form B: Bidder Information Form | | 38 |
| Form C: Joint Venture/Consortium/Association Information Form..... | | 40 |
| Form D: Eligibility and Qualification Form..... | | 41 |
| Form E: Format of Technical Bid | | 43 |
| Form F: Price Schedule Form..... | | 46 |
| Form G: Form of Bid Security | | 35 |

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
 - Form H: Form of Performance Security
- Annex 1: SoW (attached separately)
- Annex 2: Drawings (attached separately)
- Annex 3: Compliance Sheet (attached separately)
- Annex 4: Key personnel and Equipment (attached separately)
- Annex 5: BoQ
- Annex 6: General Technical Specifications for Civil, Electrical and Mechanical Works
- Appendix 1 – e-Tendering user guide for bidders (attached separately)
- Appendix 2 – UNDP General Conditions of Contract for Civil Works

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

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

Username: event.guest
Password: why2change

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

“Bidders can download the complete tender documentation from the e-Tendering upon registration”.
If you need further information, please feel free to contact the following:

Site visit is mandatory, the bidder is highly encouraged to visit and investigate the site, to obtain all information that may be necessary for the preparation of the offer. The cost of visiting the site shall be at the bidder's own expense. Failure to investigate the site shall not relieve the bidder from responsibility for his/her estimation of the offer price. The site visit details:

Time: (UTC 3:00+)

Date : March 6, 2022 12:00 AM

For 2 Hours

Location : **GPS: 33.530458N, 42.968429E**

Focal Person for the site visit : Eng. Waleed Khalid

Mob: +964 781 473 3223

Email : waleed817@hotmail.com

Note: The bidders who will not attend the site visit, their submission will not be considered for further evaluation.

If you need further information, please feel free to contact the following :

Focal Person in UNDP : Rayyan Hamdi Albeladi

Address : UNDP, Iraq

Email address : rayyan.albeladi@undp.org

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

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

Issued by

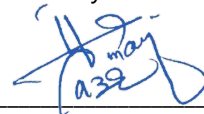


Name: Rayyan Hamdi Albeladi

Title: Procurement Analyst

Date: **February 24, 2022**

Approved by:



Name: Ijaz Hussein

Title: Head Contract Management Unity
/Procurement Specialist

Date: **February 24, 2022**

SECTION 2. INSTRUCTION TO BIDDERS

GENERAL PROVISIONS

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

| | |
|----------------------------------|--|
| | <p>these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p> |
| 4. Conflict of Interests | <p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p> |
| B. PREPARATION OF BIDS | |
| 5. General Considerations | <p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p> |

| | |
|---|---|
| 6. Cost of Preparation of Bid | 6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| 7. Language | 7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS. |
| 8. Documents Comprising the Bid | 8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule via BoQ; d) Any attachments and/or appendices to the Bid. |
| 9. Documents Establishing the Eligibility and Qualifications of the Bidder | 9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction. |
| 10. Technical Bid Format and Content | <p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p> |
| 11. Price Schedule | <p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> |
| 12. Bid Security | <p>12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>12.3 If the Bid Security amount or its validity period is found to be less than what is</p> |

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

| | |
|---|---|
| | <p>should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p> |
| 15. Only One Bid | <p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid. |
| 16. Bid Validity Period | <p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p> |
| 17. Extension of Bid Validity Period | <p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p> |

| | |
|--|---|
| 18. Clarification of Bid (from the Bidders) | <p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p> |
| 19. Amendment of Bids | <p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p> |
| 20. Alternative Bids | <p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p> |
| 21. Pre-Bid Conference | <p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p> |

c. SUBMISSION AND OPENING OF BIDS

| | |
|--|---|
| 22. Submission | <p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p> |
| Hard copy (manual) submission | <p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> Bear the name of the Bidder; Be addressed to UNDP as specified in the BDS; and Bear a warning not to open before the time and date for Bid opening as specified in the BDS. <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p> |
| Email and eTendering submissions | <p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; 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. <p>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders</p> |
| 23. Deadline for Submission of Bids and Late Bids | <p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the</p> |

| | |
|---|---|
| | submission of Bids. |
| 24. Withdrawal, Substitution, and Modification of Bids | <p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p> |
| 25. Bid Opening | <p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p> |
| D. EVALUATION OF BIDS | |
| 26. Confidentiality | <p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p> |
| 27. Evaluation of Bids | <p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> Preliminary Examination including Eligibility Arithmetical check and ranking of bidders who passed preliminary examination by price. Qualification assessment (if pre-qualification was not done) |

| | |
|--|---|
| | <ul style="list-style-type: none"> a) Evaluation of Technical Bids b) Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p> |
| 28. Preliminary Examination | <p>28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p> |
| 29. Evaluation of Eligibility and Qualification | <p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments; c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients. |
| 30. Evaluation of Technical Bid and prices | <p>30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p> |
| 31. Due diligence | <p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous |

| | |
|--|--|
| | <p>works, as deemed necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p> |
| 32. Clarification of Bids | <p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p> |
| 33. Responsiveness of Bid | <p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p> |
| 34. Nonconformities, Reparable Errors and Omissions | <p>34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <p>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall</p> |

be rejected.

E. AWARD OF CONTRACT

| | |
|--|---|
| 35. Right to Accept, Reject, Any or All Bids | 35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer. |
| 36. Award Criteria | 36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price. |
| 37. Debriefing | 37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed. |
| 38. Right to Vary Requirements at the Time of Award | 38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. |
| 39. Contract Signature | 39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids. |
| 40. Contract Type and General Terms and Conditions | 40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 41. Performance Security | 41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective. |
| 42. Bank Guarantee for Advanced Payment | 42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at |

| | |
|-------------------------------|---|
| | https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default |
| 43. Liquidated Damages | <p>43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.</p> |
| 44. Payment Provisions | <p>44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.</p> |
| 45. Vendor Protest | <p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p> |
| 46. Other Provisions | <p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p> |

SECTION 3. BID DATA SHEET

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

| BDS No. | Ref. to Section.2 | Data | Specific Instructions / Requirements |
|---------|-------------------|---|--|
| 1 | 7 | Language of the Bid | English |
| 2 | | Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids) | Not Allowed |
| 3 | 20 | Alternative Bids | Shall not be considered |
| 4 | 21 | Site Visit | <p>The site visit is mandatory. if the bidders will not attend the site visit, the bid will not be considered for further evaluation and will be rejected.</p> <p>Time: (UTC 3:00+) Date : March 6, 2022 12:00 AM For 2 Hours Location : GPS: 33.530458N, 42.968429E</p> <p>Focal Person for the site visit : Eng. Waleed Khalid Mob: +964 781 473 3223, waleed817@hotmail.com</p> <p>The UNDP focal point for the arrangement is: Rayyan Hamdi Albeladi E-mail: rayyan.albeladi@undp.org</p> |
| 5 | 16 | Bid Validity Period | 7 Months |
| 6 | 13 | Bid Security | Required Amount: US\$10,000 |

| | | | |
|---|----|---|---|
| | | | <p>Bid Security Validity: 150 Days from the date of deadline. Bid security not valid for 150 days from the date of deadline will be rejected.</p> <p>Issued in the name of Resident Representative, UNDP Iraq as per the template provided at Annex - 8 of the ITB.</p> <p>The original bid Security must be kept by the bidder to be presented at a later date upon request. Copy of the bid security should be submitted separately and properly marked along with the Offer.</p> <p>Note: Bids without bid security will neither be accepted nor be included in the evaluation process. UNDP reserves the right to reject any bid security when the information provided above cannot be verified by UNDP</p> <p>Acceptable forms of Bid Security:</p> <p><input checked="" type="checkbox"/> Bank Guarantee (See Section 6 - Form G for template)</p> <p><input checked="" type="checkbox"/> Bank Certified Check Note: Personal and uncertified cheques are not acceptable and leads to rejection.</p> <p>Bidders are also required to complete the Form G1</p> <p>Confirmation of Bid Security Information and submit the signed form with the bid.</p> |
| 7 | 41 | Advanced Payment upon signing of contract | Not Allowed |
| 8 | 42 | Liquidated Damages | <p>Will be imposed as follows:</p> <p>Percentage of contract price per day of delay: 0.5%</p> <p>Max. number of days of delay 30 Calendar days, after which UNDP may terminate the contract.</p> |
| 9 | 40 | Performance Security | <p><input checked="" type="checkbox"/> Required</p> <p>Amount :10% of total contract value in Form of:</p> <p>a. Bank guarantee OR Certified Cheque issued by a reputable bank (shall be in accordance with Form included in the Invitation to Bid (Form H, Section-6);</p> |

| | | | |
|----|---------------|---|--|
| | | | <p>b. Should be submitted within 15 days upon issuance of letter of intent/contract.</p> <p>c. The proceeds of the Performance Security shall be payable to UNDP as a compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract.</p> <p>d. The Performance Security shall be denominated in the currency of the contract valid for periods of implementation plus warranty to cover defect liability period.</p> <p>e. If, within 12 months after the provision of service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair; Upon successfully completion of Defect Liability period of 12 months and upon issuance of final completion certificate, UNDP will return the Performance Security to the bidder. Please refer to general terms and conditions clause 47.1</p> |
| 10 | 12 | Currency of Bid | United States Dollar |
| 11 | 31 | Deadline for submitting requests for clarifications/ questions | 3 days before the submission deadline |
| 12 | 31 | Contact Details for submitting clarifications/questions | <p>Focal Person in UNDP: Rayyan Hamdi Albeladi Address: UNDP, Erbil, Iraq E-mail address: rayyan.albeladi@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers</p> |
| 13 | 18, 19 and 21 | Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries | Posted directly to eTendering |
| 14 | 23 | Deadline for Submission | <p>As per the deadline mentioned in Procurement Notices and e-Tendering</p> <p>Date and time visible on the main screen of the event (on the E - Tendering portal) will be final and prevail over any</p> |

| | | | |
|----|--------|--|--|
| | | | <p>other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the E - Tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly to the system. Bidders are advised to submit their bid's a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your proposal at the last minute, UNDP may not be able to assist</p> |
| 14 | 22 | Allowable Manner of Submitting Bids | <input type="checkbox"/> Courier/Hand Delivery <input type="checkbox"/> Submission by email <input checked="" type="checkbox"/> e-Tendering |
| 15 | 22 | Bid Submission Address | https://etendering.partneragencies.org <u>Event Number:</u> ITB-069-22 |
| 16 | 22 | Electronic submission (email or eTendering) requirements | <ul style="list-style-type: none"> ▪ Format: PDF files only ▪ 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. ▪ Mandatory subject of email: Bidding Document for IRQ10-ITB-069-22 ▪ 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 | Bidders will receive an automatic notification once their Bids are opened. |
| 18 | 27, 36 | Evaluation Method for the Award of Contract | Lowest priced technically responsive, eligible and qualified bid. |
| 19 | | Expected date for commencement of Contract | <i>April 16, 2022</i> |
| 20 | | Maximum expected duration of contract | 7 Months |
| 21 | 35 | UNDP will award the contract to: | One Proposer Only |

| | | | |
|----|----|--|--|
| 22 | 39 | Type of Contract | Contract for Civil Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 23 | 39 | UNDP Contract Terms and Conditions that will apply | UNDP General Terms and Conditions for Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| 24 | | Other Information Related to the ITB | N/A |

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
- Attendance in Mandatory site visit

Minimum Eligibility and Qualification Criteria

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

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

| Subject | Criteria | Document Submission requirement |
|----------------------------------|--|---------------------------------|
| ELIGIBILITY | | |
| Legal Status | Vendor is a legally registered entity. | Form B: Bidder Information Form |
| Eligibility | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3. | 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 | <ul style="list-style-type: none">▪ Certificate of Registration of the business; including Articles of Incorporation, or equivalent document if Bidder is not a corporation.▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country▪ Export/Import Licenses, if applicable | Form B: Bidder Information Form |

| | | |
|--|---|----------------------------|
| | Note: The Bidders that are not registered with the Ministry of Trade in Iraq, shall be required to obtain the certificate of registration for construction activities in Iraq if they are awarded any contracts. | |
| QUALIFICATION | | |
| Minimum Qualification | <p>Minimum of 2 contracts of similar nature project for renovation/rehabilitation/reconstruction of Water Projects/Complex successfully implemented over the last 7 years.</p> <p>Minimum of one of contracts equals or above USD600,000 successfully implemented during the last 7 years.</p> <p>For JV/Consortium/Association - the Lead party must meet the requirement of minimum 1 project similar in nature with minimum value of USD\$600,000 successfully implemented during the last 7 years.</p> | Form D: Qualification Form |
| History of Non-Performing Contracts¹ | Non-performance of a contract did not occur as a result of contractor default for the last 3 years. | Form D: Qualification Form |
| Litigation History | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years. | Form D: Qualification Form |
| Previous Experience | List and value of projects performed for the last 7 years, plus client's contact details who may be contacted for further information on those contracts | Form D: Qualification Form |
| | Statement of Satisfactory Performance from the Top two (2) Clients on similar works successfully implemented during the last 7 years. | Form D: Qualification Form |
| Financial Standing | <p>Minimum annual turnover of USD 600.000/- in any single year during the last five years.</p> <p>Submit Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past five years (2016-2017-2018-2019-2020). The bidders having completed financial audited statement for 2021 should also submit the report which will be considered for evaluation</p> <p>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</p> <p>Note: Additionally, UNDP may request other financial documents such as Credit Line Facility, Bank Statements etc. in order to see the bidders' financial soundness as required.</p> <p>UNDP shall verify the financial capacity of the bidder and has the authority to seek references from concerned parties & banks on the bidder' financial</p> | Form D: Qualification Form |

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

| | standing. UNDP has the right to reject any bid if submitted by a contractor whom investigation leads to a result that he is not Financially capable and/ or had serious financial problems | | | | | | | | | | | | | | | | | | | | | |
|--------------------------|---|---|--|-------------------|---------------------|---|-----------------|---------------------------------|--|---|----------------|-------------------------|--|---|---------------------|------------------------------|--|---|-----------|---------------------------------|--|---|
| 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 | | | | | | | | | | | | | | | | | | | | |
| 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. Price Deviation: Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the real local market prices at the time of bids preparation. In case of Unbalanced pricing (i.e. despite an acceptable total evaluated price, the price of one or more BoQ line items is significantly over or understated), UNDP has the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable Risk to UNDP. | Form F: Price Schedule Form | | | | | | | | | | | | | | | | | | | | |
| Proposed Staff | <div>The requirement for key personnel proposed is as follows:</div> <table><tr><th>#</th><th>Position</th><th>Minimum Education</th><th>Minimum Experiences</th></tr><tr><td>1</td><td>Project Manager</td><td>B.Sc. in Mechanical Engineering</td><td>7 years of experience of work of an equivalent nature and volume</td></tr><tr><td>2</td><td>Civil Engineer</td><td>B.Sc. Civil Engineering</td><td>5 years of experience of work of an equivalent nature and volume</td></tr><tr><td>3</td><td>Electrical Engineer</td><td>B.Sc. Electrical Engineering</td><td>5 years of experience of work of an equivalent nature and volume</td></tr><tr><td>4</td><td>Surveiyor</td><td>Diplom in Surveying Engineering</td><td>5 years of experience of work of an equivalent nature and volume</td></tr></table> | # | Position | Minimum Education | Minimum Experiences | 1 | Project Manager | B.Sc. in Mechanical Engineering | 7 years of experience of work of an equivalent nature and volume | 2 | Civil Engineer | B.Sc. Civil Engineering | 5 years of experience of work of an equivalent nature and volume | 3 | Electrical Engineer | B.Sc. Electrical Engineering | 5 years of experience of work of an equivalent nature and volume | 4 | Surveiyor | Diplom in Surveying Engineering | 5 years of experience of work of an equivalent nature and volume | Detailed CV to be provided for each required personnel indicating the academic background, work experience and similar projects carried out as well as attaching the Engineering ID |
| # | Position | Minimum Education | Minimum Experiences | | | | | | | | | | | | | | | | | | | |
| 1 | Project Manager | B.Sc. in Mechanical Engineering | 7 years of experience of work of an equivalent nature and volume | | | | | | | | | | | | | | | | | | | |
| 2 | Civil Engineer | B.Sc. Civil Engineering | 5 years of experience of work of an equivalent nature and volume | | | | | | | | | | | | | | | | | | | |
| 3 | Electrical Engineer | B.Sc. Electrical Engineering | 5 years of experience of work of an equivalent nature and volume | | | | | | | | | | | | | | | | | | | |
| 4 | Surveiyor | Diplom in Surveying Engineering | 5 years of experience of work of an equivalent nature and volume | | | | | | | | | | | | | | | | | | | |
| Implementation timetable | Implementation timetable as per the requirement for 7 monhts Calendar days. Appropriate implementation workplan (Time table - Gantt Chart) starting from the date of contract signature to the project completion and handover. The work plan must show a detailed list of tasks, duration, and allocated resources per task. | Bidder should submit the detailed project implementation timetable as a Gantt Chart | | | | | | | | | | | | | | | | | | | | |

| | | |
|-----------------------|--|---|
| Warranty | Warranty on the supplied items and materials for a minimum period of 1 year from the date of handover. | Bidder to submit the confirmation letter on the provision of warranty |
| Important Note | UNDP has zero tolerance for fraud and corruption, meaning that UNDP vendors are not to engage in fraud or corruption. Vendors engaged in fraud and corruption will be subject to sanctions. Fraud includes but not limited to the submission of fraudulent or misrepresented documents, such as bid securities and financial statements. | |

Section 5a: Schedule of Requirements and Technical Specifications/ **Scope of Work (S.O.W.)**
Full Rehabilitation of Al-Somoud Water Complex (200 m3/hr) with the Pipeline in
Albo-Manea Area in Al-Furat District – Heet

Al-Furat District - Heet City - Anbar Governorate

Name of project: Full Rehabilitation of Al-Somoud Water Complex (200 m3/hr) with the Pipeline in Albo-Manea Area in Al-Furat District – Heet

Targeting:

The project's aim is Full rehabilitation of Al-Somoud Water Complex (200 m3/hr) with the pipeline in Albo-Manea - Al-Furat District which belong to Heet Water Center. It was exposed to huge damages in the last conflict and its now insufficient for such village, in addition to that the old complex does not contain any filtration system. Beneficiaries number of this project reaches to 1,500.

Governorate-Suburbs:

This project belongs to Heet Water Center and it is located at Albo-Manea area in Al-Furat District. It is one of the important projects in its area as it will help improving the water quality and quantity of the water provided by the water complex to the district and citizens.

Implementation Period: 7 Months

GPS: 33.530458N, 42.968429E



The project includes the following:

A: Site Preparation Works

Site preparation works include; leveling the existing ground of the project, clearing and cleaning the site and removing all debris to an approved dump site, compacting the natural ground, excavation works, spreading stone layer (if required), filling works with clay layer and compacting the layers, filling with sub-base layers to the required level with compacting, supplying and installing permanent and temporary signs.

B: Construction of The Concrete Base of The Water Treatment Unit for Water Complex

The work includes; excavating the path of the water drainage channels in the determined area for the concrete base according to the required level and dimensions with compacting, laying a thick nylon layer, casting blinding concrete using sulphate resistant plain cement according to the required dimensions, casting fair faces concrete for the concrete base of water treatment unit, supplying and covering water drainage channels with checker plate with all required works, casting a fair faced concrete for the manhole according to the required dimensions with all required works, supplying and installing a metal sunshade according to the required steel section and covering the frame with a corrugated plate and all required works to complete the job, supplying, installing and connecting PVC pipes of

250mm diameter for drain network from the manhole to the river with all required accessories.

C: Supply, Installation, Connection, Test and Operation of Water Treatment Unit for Water Complex

Mechanical works include; supplying, installing and connecting horizontal pump according to the required specification with all required plumbing works. Supplying, installing and connecting submersible pump according to the required specification which should be installed in the withdrawals section "Intake" with all required plumbing works. Supplying, installing, connecting and testing sedimentation basin according to the required specification and dimensions. Installing intermediate basin (collecting basin) according to the required specification and dimensions. Installing horizontal filter of 7 m length and 2.3 diameter made of carbon steel plate of 12 mm thick for walls, the two convex ends (dish) and the external filter bases and 16 mm thick for the plate according to the required specification with all required works. Installing water hammer in the form of a vertical cylinder with volume not less than 5 m³, made of carbon steel plate of 10 mm thick for walls, 12 mm thick for the two convex ends (dish) and steel columns of I steel section of 6 inch and 5 mm thick with steel base plate according to the required specification and dimensions with all required works. Installing high and slow speed mixers according to required specification. Installing root air blower set for backwashing with all required works. Installing Alum system with all required works and chlorine system with all requirements. Installing an electrical air compressor according to the required capacity and galvanized pipes in different diameters and thickness for connecting the parts of water treatment unit together with all required fittings and accessories. Installing mechanical check valves in different diameter with all required fitting and accessories according to the required types and sizes. Installing CPVC pipes heavy thickness to connect alum and chlorine systems to the water treatment unit with all required fittings and accessories.

Electrical works include; supplying and installing a main distributing board for water treatment unit according to the required specification with all required parts and accessories. Installing electrical distributing board for submersible pumps in the intake according to the required specification with all required parts and accessories. Installing an electrical sub distributing board for all external lights and outdoor waterproofed LED flood light with all required wiring. Installing galvanized cable trays in different sizes according to the required lengths and electrical cables in different sizes and according to the required specification. Supplying the required material to install earthing system for the water treatment unit according to the required specification.

D: Construction of New Intake Steel Structure "Withdrawals Section"

The work includes; constructing new intake steel structure and two directions walkway, all steel sections and plate should be new and subjected to the laboratory tests. Opening the stream of the river and leveling the section area by cleaning and removing the sand and other materials. Installing main columns of steel structure using hydraulic hammer and steel I section with all required works to complete the job. Installing sub beam for the steel structure using I section. Installing steel cross section X shaped section, to connect and support columns together using angle steel section. Using steel checker plate as a floor for the steel structure, installing handrail at 1m height along the intake for both sides made of circular hollow pipe. Installing a manual crane of 3tons capacity according to the required specification, BRC mesh for the fence, painting whole the intake steel structures (except columns which should be painted by epoxy paint) using two layers of anti-rust paints and three layers of oil base paints with all required works. Installing a sun-shade for the intake at the end to protect the pumps and electrical board.

E: Supply, Installation and Connection of New Generators for Water Complex

The work includes; supplying and installing an electrical generator of 250 kVA capacity with all required works, electrical changeover of 630 Amp capacity with all required works, casting concrete reinforced with BRC layers for the floor of the generator with all required works before casting concrete as the required specification, constructing a metal sunshade consists of steel structure covered with corrugated plate with all required works according to the required specification.

F: Water Main Pipelines and Pipe Networks Works

The work includes; supplying, installing and connecting ductile iron pipe to connect between submersible pumps in the intake section with sedimentation basins with all required works, PVC pipes in different diameters to distribute and transport the water supplied from the water complex to the district with all required fittings and accessories as specified diameters and lengths, casting reinforced concrete for the trench of pipe line path, casting reinforced concrete for the manholes of the valves with all required works.

G: Supplying the Water Complex and Its Intake with an Electrical Current

The work includes; supplying installing and commissioning an electrical transformer of 250 kVA capacity with all required accessories, electrical distribution board with all required works, galvanized tubular steel poles in different lengths, galvanized lattice steel poles, channel steel section for transformer base and expulsion fuse cutout fixation, expulsion fuse cutout with all required accessories, earth rod copper bar, installing copper conductor,

surge arrester of 11 kVA capacity, PVC insulated Single Core LV Cu Cable, pin insulator with spindle of 11 kVA capacity, installing disk insulator of 11 kVA capacity, AAC conductor, aluminum twisted cable, three phase electrical meter with all required works.

H: Services Building Works

Civil works include; laying a layer of thick nylon prior to cast plain concrete for under mosaic tile, under foundations, under wall partition foundation and for DPC layer. Casting reinforced concrete for foundation, roof slab, sunshade base and lintel beams. Building the walls under and above DPC layer using stone. Backfilling works with compaction, installing mosaic tiles for the floors according to the required specification, installing ceramic tiles for the walls and floors of the sanitary units and kitchen, installing porcelain 10cm height for skirting, roofing works using concrete tiles with all required works according to the required specification, installing marble tiles for the thresholds of the doors, installing PVC false ceiling for the sanitary units and kitchen, cement plastering with rendering for the exterior side of the walls, gypsum plastering for the interior side of the walls, plastic painting for the interior and exterior sides of the walls, installing wooden doors with frames and all required accessories, installing aluminum doors and frames with all required accessories, installing steel doors and frames in different dimensions with all required accessories, installing aluminum windows with the frames and all required accessories, installing steel ladder, constructing passageway according to the required specification.

Sanitary works includes; building a septic tank according to the required dimensions and specification with all required works, installing PVC pipes in different diameters for drainage network with all required fittings and accessories, building manholes in different dimensions using red clay bricks with all required works, installing PVC floor gully trap with all required accessories, PVC pipes for roof drain, ceramic eastern toilet with all required accessories and fittings, ceramic wash basin with all required fittings and accessories, installing shower tower system set with hand shower, galvanized steel water tank with all required fittings and accessories, PPR pipes in different diameters for water network, galvanized iron pipes to transfer water from and to water tanks, chrome water taps, stainless steel double bowl sink with all required fittings and accessories.

Electrical works include; supplying and installing plug switches in different capacities with all required wiring works, ceiling and exhaust fans with all required wiring works, installing light fixtures with all required wiring works, building a manhole for electrical check point using bricks with all required works, installing 12 ways MCB distribution boards with all required works to complete the job.

Mechanical works include; supplying and installing air conditioning split units with all required accessories and drain pipes, electrical water heater with all required connection

works, water pump with all required fittings and accessories, water cooler and RO filter system.

The work includes; supplying and installing room title name made of thick plastic sheet, portable fire extinguisher powder of 12 Kg capacity - (A.B.C) type, aluminum box for first aid according to the required specification.

I: Internal Roads and Yards Works

The work includes; casting concrete for the internal roads and yards inside the project area with all required works according to the required specification and supervisor engineer directions.

J: Fence Wall Works

Civil works include; Re compacting the existing sub-base ground under foundation of fence wall and leveling, laying a thick nylon layer, casting reinforced concrete for the foundations, casting reinforced concrete for the columns, building the walls under DPC level using stone, casting concrete for DPC layer, building the walls above DPC level using hollow concrete blocks, casting plain concrete above the wall along the fence, casting reinforced concrete for the columns of the gate door, smooth cement plastering with 20mm thickness smooth-finished for the front fence wall, plastic painting for the front side of the fence, installing wrought iron wall railings for the front fence wall, cladding the concrete columns for the front side of the fence using stone panels and all required materials, cement plastering and rendering for the rest of the fence, supplying and installing sliding steel door with all required accessories and works, supplying and installing double faced steel door, supplying and installing outdoor sing for the project name and other information.

Electrical works for fence walls include; supplying and installing light fixtures with all required wiring works, installing COB LED street light fixture with all accessories and wiring works.

K: Gardens Works

The work includes; backfilling the garden with a clean soil and planting according to the engineering committee directions as the following:

Backfilling with a clean soil, installing concrete edges around the garden, planting American natural grass, planting palm trees, planting ficus trees, planting rose flowers.

- **Schedule of Requirements and Technical Specifications**

The Contractor shall visit the designated sites to be familiar with the condition of the work areas, the structures, it is the bidders' responsibility to acknowledge the site conditions before submitting the bids.

In general, the Contractor should be familiar with all current conditions and circumstances which may affect the work progress.

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

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:

| | |
|--|---|
| Delivery Term [INCOTERMS 2020] (Pls. link this to price schedule) | DAP |
| Customs, if required, clearing shall be done by: | Supplier The supplier will be required to clear the shipment and deliver at site. In case of requirement, UNDP will provide facilitation letter for clearance of shipment. The supplier must submit all the shipping documents in advance to UNDP for obtaining exemption certificates from Government authorities. Any delay that resulted into demurrages will not be borne by UNDP. |
| Ex-factory / Pre-shipment inspection | As per the BoQs, SoW and provided supporting documents |
| Inspection upon delivery | As per the BoQs, SoW and provided supporting documents |
| Installation Requirements | As per the BoQs, SoW and provided supporting documents |
| Testing Requirements | All materials should be tested according to the required standard specification. |
| Scope of Training on Operation and Maintenance | As per the BoQs, SoW and provided supporting documents |
| Commissioning | As per the BoQs, SoW and provided supporting documents |
| Warranty Period | Minimum of 12 months |
| Local Service Support | As per the BoQs, SoW and provided supporting documents |
| Technical Support Requirements | As per the BoQs, SoW and provided supporting documents |
| After-sale services Requirements | As per the BoQs, SoW and provided supporting documents |
| Payment Terms | Periodic/Monthly progress payments of completed works up to 100% of contract value |
| Conditions for Release of Payment | For interim payments: 1) Approved Requests for Inspections from the supervision engineer. 2) Approval from UNDP's representative on the whole |

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

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

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

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

Technical Bid:

| Have you duly completed all the Returnable Bidding Forms? | |
|---|--------------------------|
| ▪ Form A: Bid Submission Form | <input type="checkbox"/> |
| ▪ Form B: Bidder Information Form | <input type="checkbox"/> |
| ▪ Form C: Joint Venture/Consortium/ Association Information Form if applicable | <input type="checkbox"/> |
| ▪ Form D: Qualification Form | <input type="checkbox"/> |
| ▪ Form E: Format of Technical Bid/Bill of Quantities | <input type="checkbox"/> |
| ▪ Form H: Form of Performance Security | <input type="checkbox"/> |
| ▪ All provided Annexes (stamped and completed) | <input type="checkbox"/> |
| ▪ Providing Catalogues, datasheet, drawings as required in BoQ and Compliance sheet | <input type="checkbox"/> |

Price Schedule:

| | |
|----------------------------------|--------------------------|
| ▪ Form F: Price Schedule Form | <input type="checkbox"/> |
| ▪ BOQ duly completed and stamped | <input type="checkbox"/> |

Note: UNDP has the right to disqualify a bid if it deemed that the offer can't be used for appropriate evaluation against other offers.

Form A: Bid Submission Form

| | | | |
|-----------------|--|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | IRQ10-ITB-069-22 Full Rehabilitation of Al-Somoud Water Complex (200 m3/hr) with the Pipeline in Albo-Manea Area in Al-Furat District - Heet | | |

We, the undersigned, offer to supply the goods and related services required for IRQ10-ITB-069-22 Full Rehabilitation of Al-Somoud Water Complex (200 m3/hr) with the Pipeline in Albo-Manea Area in Al-Furat District - Heet in accordance with your Invitation to Bid No. IRQ10-ITB-069-22 and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

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

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

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

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

| | |
|--|---|
| 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? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number] |
| Are you a UNDP vendor? | <input type="checkbox"/> Yes <input type="checkbox"/> 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) <i>(If yes, provide a Copy of the valid Certificate):</i> | [Complete] |
| Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? <i>(If yes, provide a Copy of the valid Certificate):</i> | [Complete] |
| Does your Company have a written Statement of its Environmental Policy? <i>(If yes, provide a Copy)</i> | [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 | Name and Title: [Complete] |

| | |
|--|--|
| contact for requests for clarifications during Bid evaluation | Telephone numbers: [Complete] Email: [Complete] |
| Please attach the following documents: | <ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured ▪ Certificate of Incorporation/ Business Registration ▪ 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 ▪ Trade name registration papers, if applicable ▪ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder ▪ Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney. ▪ Export Licenses, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Implementation timetable for the period of 180 days; <p>Last five years Audited Financial Statement (2016-2017-2018-2019-2020). The bidders having completed financial audited statement for 2021 should also submit the report which will be considered for evaluation</p> <ul style="list-style-type: none"> ▪) ▪ Duly completed, signed and stamped BOQ. Bidder should provide BOQ in PDF duly signed and stamped and in Excel format. ▪ Confirmation on warranty ▪ Duly stamped annexes for drawings and images ▪ Duly completed and stamped compliance sheets ▪ Catalogues, Detail drawing, technical datasheet for all equipment indicated in the compliance sheet. ▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ▪ Note: In a case of JV, Forms-B, D, E, financial reports, certificate of registration, profile, list of projects shall be submitted for all parties participating in the JV |

Form C: Joint Venture/Consortium/Association Information Form

| | | | |
|-----------------|--|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | IRQ10-ITB-069-22 Full Rehabilitation of Al-Somoud Water Complex (200 m3/hr) with the Pipeline in Albo-Manea Area in Al-Furat District - Heet | | |

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 <i>(address, telephone numbers, fax numbers, e-mail address)</i> | 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: | IRQ10-ITB-069-22 Full Rehabilitation of Al-Somoud Water Complex (200 m3/hr) with the Pipeline in Albo-Manea Area in Al-Furat District - Heet | | |

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

History of Non- Performing Contracts

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

Litigation History (including pending litigation)

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

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 7 years.

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

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

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

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

Financial Standing

| | | |
|---|-----------|-----|
| Annual Turnover for the last 5 years | Year 2015 | USD |
| | Year 2016 | USD |
| | Year 2017 | USD |
| | Year 2018 | USD |
| | Year 2019 | USD |
| Latest Credit Rating (if any), indicate the source | | |

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

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

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

Form E: Format of Technical Bid

| | | | |
|-----------------|--|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | IRQ10-ITB-069-22 Full Rehabilitation of Al-Somoud Water Complex (200 m3/hr) with the Pipeline in Albo-Manea Area in Al-Furat District - Heet | | |

If JV/Consortium/Association, both companies to be completed.

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

SECTION 1: Bidder's qualification, capacity and expertise

1.1 Top (three or more) Projects implemented during the last 7 years (start of recent):

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

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

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

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

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

detail.

- 2.1 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.

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

- 2.3 List of the equipment will be assigned to the project: to be confirmed
- 2.4 Drawings – return duly stamped
- 2.5 Compliance sheets duly completed accompanied by the relevant catalogues and data sheet

SECTION 3: Management Structure and Key Personnel

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

Format for CV of Proposed Key Personnel

| | |
|--|---|
| Name of Personnel | [Insert] |
| Position for this assignment | [Insert] |
| Nationality | [Insert] |
| Language proficiency | [Insert] |
| Education/ Qualifications | <i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert] |
| Professional certifications | <i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert] |
| Employment Record/ Experience | <i>[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.]</i> [Insert] |
| References | <i>[Provide names, addresses, phone and email contact information for two (2) references]</i> 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: | IRQ10-ITB-069-22 Full Rehabilitation of Al-Somoud Water Complex (200 m3/hr) with the Pipeline in Albo-Manea Area in Al-Furat District - Heet | | |

ATTENTION: BOQ ATTACHED SEPARATELY

The BOQs should be downloaded from the system, filled in properly and reattached in the system. Please don't fill the BOQs in the system file.

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

- Completion Period: 180 calendar days

- Delivery Term: DAP: Agree: Yes No

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

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

FORM G: Form of Bid Security

35

**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:

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

[insert: address and email address]

35

FORM H: Form of Performance Security

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address