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Resilient nations.*

# INVITATION TO BID

## **Establishment of Long-Term Agreement(s) for the Provision of Consultancy and Support Personnel Services to facilitate the Implementation of UNDP Projects in Iraq**

ITB No.: ITB-008/22

Project: UNDP CO and UNDP Development Projects

Country: Iraq

Issued on: 14 June 2022

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## SECTION 1. LETTER OF INVITATION

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

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

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications (Scope of Works)
- Section 6: Returnable Bidding Forms
  - o Form A: Bid Submission Form
  - o Form B: Bidder Information Form
  - o Form C: Joint Venture/Consortium/Association Information Form
  - o Form D: Qualification Form
  - o Form E: Format of Technical Bid
  - o Form F: Price Schedule
  - o Form G: Form of Bid Security
  - o Form G.1: Template for Bid Security Confirmation
  - o Annex 1 – Returnable bidding forms
- Appendix 1 - Instructions manual for use of the e-Tendering system by suppliers (attached separately)

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

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

Username: event.guest

Password: why2change

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

The Procurement notice includes the details of the UNDP focal person and the email provided is Yahoo account as per following details:

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

Focal Person in UNDP: Dler Mohamad, Procurement Analyst

Address: UNDP, Iraq

E-mail address: [dler.mohamad@undp.org](mailto:dler.mohamad@undp.org)

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

point for queries on this ITB.

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

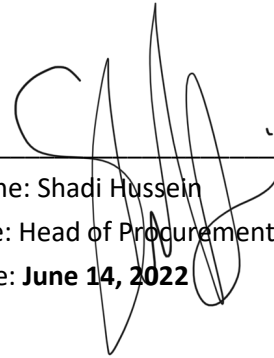
Issued by:



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Name: Dler Mohamad  
Title: Procurement Analyst  
Date: **June 14, 2022**

Approved by:



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Name: Shadi Hussein  
Title: Head of Procurement  
Date: **June 14, 2022**

## SECTION 2. INSTRUCTION TO BIDDERS

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

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

	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.
<b>6. Cost of Preparation of Bid</b>	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.
<b>7. Language</b>	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.
<b>8. Documents Comprising the Bid</b>	8.1	<p>The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	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.
<b>10. Technical Bid Format and Content</b>	10.1 10.2 10.3 10.4	<p>The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>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>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>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>
<b>11. Price Schedule</b>	11.1 11.2	<p>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>Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
<b>12. Bid Security</b>	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>12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ul style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul> </li> </ul>
<b>13. Currencies</b>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> <li>a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and</li> <li>b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</li> </ul>
<b>14. Joint Venture, Consortium or Association</b>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the</p>

	<p>JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<b>15. Only One Bid</b>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;</li> <li>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li> </ul>
<b>16. Bid Validity Period</b>	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<b>17. Extension of Bid Validity Period</b>	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be</p>

	<p>considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
<b>18. Clarification of Bid (from the Bidders)</b>	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
<b>19. Amendment of Bids</b>	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
<b>20. Alternative Bids</b>	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”</p>
<b>21. Pre-Bid Conference</b>	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to ITB.</p>

## C. SUBMISSION AND OPENING OF BIDS

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

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

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

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



	<p>be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
<b>35. Right to Accept, Reject, Any or All Bids</b>	35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
<b>36. Award Criteria</b>	36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
<b>37. Debriefing</b>	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
<b>38. Right to Vary Requirements at the Time of Award</b>	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
<b>39. Contract Signature</b>	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
<b>40. Contract Type and General Terms and Conditions</b>	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
<b>41. Performance Security</b>	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.



<b>42. Bank Guarantee for Advanced Payment</b>	<p>42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a></p>
<b>43. Liquidated Damages</b>	<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>
<b>44. Payment Provisions</b>	<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>
<b>45. Vendor Protest</b>	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a></p>
<b>46. Other Provisions</b>	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p>

### SECTION 3. BID DATA SHEET

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Bidders can be submit offers for one or two Lots. LOT A: Local Personnel LOB B: International Personnel
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid Conference	<p><b>Will be Conducted</b>  Time: 10:00 Erbil time Zone  Date: June 22, 2022 10:00 AM  Venue: Through Zoom App</p> <p>The UNDP focal point for the arrangement is:  Dler Mohamad– Procurement Analyst  E-mail: <a href="mailto:dler.mohamad@undp.org">dler.mohamad@undp.org</a></p> <p>Note: Interested firms/companies are requested to send the name of the person at-least one day before the pre-proposal conference so that the zoom invitation is sent to the requesting participants.</p> <p>Last minute requests will not be entertained.</p>
5	16	Bid Validity Period	120 days
6	13	Bid Security	<p><input checked="" type="checkbox"/> <b>Required</b> in the amount <b>USD 20,000</b></p> <p>In the name of <b>Resident Representative, UNDP- Iraq.</b>  <b>Validity: 150 days from the date of the submission deadline.</b></p>

			<p>Acceptable Forms of Bid Security</p> <ul style="list-style-type: none"> <li>▪ Bank Guarantee (See Form G for template of bid security)</li> <li>▪ The original bid Security must be kept by the bidder to be presented at a later stage upon request.</li> <li>▪ Copy of the bid security should be submitted separately and properly marked along with the Confirmation of Bid Security Information.</li> <li>▪ Note: Bidders are also required to complete the Form G1: Confirmation of Bid Security Information and submit the signed form with the bid.</li> </ul> <p><b>Note: Bids without bid security will neither be accepted nor be included in the evaluation process. Bid with personal or uncertified Cheque will not be accepted.</b></p> <p>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"/> Any Bank-issued Check / Cashier's Check / Certified Check</p> <p>Note: Personal and uncertified Cheques are not acceptable and leads to rejection.</p>
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	N/A
9	40	Performance Security	<input checked="" type="checkbox"/> Not Required
10	12	Currency of Bid	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	8 business days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Dler Mohamad, Procurement Analyst</p> <p>Address: UNDP, Iraq E-mail address: <a href="mailto:dlr.mohamad@undp.org">dlr.mohamad@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP</p>

			determines that such an extension is necessary and communicates a new deadline to the Proposers
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to e-Tendering
14	23	Deadline for Submission	<p>As indicated in the e-Tendering system.</p> <p>Date and Time: As specified in the system (note that the time zone indicated in the system in the New York Time zone).</p> <p>PLEASE NOTE:-</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 other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. 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.</p> <p>Try to submit your bid a day prior or well before the closing time. Do not wait until the last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist you.</p>
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering
15	22	Bid Submission Address	<p><a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></p> <p>Event Number: <b>IRQ10-ITB-008-22</b></p>
16	22	Electronic submission (email or e-Tendering) requirements	<p>-Format: PDF files (Preferred)</p> <p>-File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</p> <p>-All files must be free of viruses and not corrupted.</p> <p>-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.</p>

17	25	Date, time and venue for the opening of bid	This is e-Tendering submission: the bidders will receive an automatic notification once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive eligible and qualified bid for each Lot. Lot A: Local consultancy and support personnel services Lot B: International consultancy and support personnel services
19		Expected date for commencement of Contract	October 01, 2022
20		Maximum expected duration of contract	Three years, subject to satisfactory performance of the services provided.
21	35	UNDP will award the contract to:	<b>For each LOT: One or more Proposers, depending on the following factors:</b> UNDP intends to enter into Long-Term Agreement (Non-Binding) with minimum of one or maximum two Service Providers for each Lot. Based on the qualification and experience, UNDP shall select the lowest priced technically qualified bidder as the primary contractor (LTA holder), while the second lowest priced technically qualified bidder shall be considered as back-up contractor.
22	39	Type of Contract	Contract for Goods and/or Services to UNDP <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
24		Other Information Related to the ITB	<input checked="" type="checkbox"/> Based on the results of this solicitation exercise, UNDP intends to enter into non-exclusive & non-binding Long-term Agreement with the one or two successful Offerors for the provision of an indefinite quantity of the specified services in support of UNDP's operations. In the event of UNDP signing a Long-term Agreement, the following shall apply:  a) The agreement shall be signed in USD currency. b) The agreement shall be valid for an initial period of one (1) year which will be further extended for additional two years based on successful provision of required services. and continued requirement for the task. c) UNDP does not warrant that any quantity of Services mentioned in the TOR will be purchased during the term of this LTA Other United Nations Organizations will also be allowed to piggy-back on the LTA if Vendor meets the required UN conditions for such arrangement.

## 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
- Bid Submission Forms
- Price Schedule
- Power of Attorney
- Bid Validity

### Minimum Eligibility and Qualification Criteria

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

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

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

	registration for construction activities in Iraq if they are awarded any contracts.	
<b>QUALIFICATION</b>		
<b>Minimum Qualification</b>	<p>Minimum of 2 similar contracts in nature and complexity successfully completed over the last 7 years.</p> <p>Minimum of one contract successfully executed during the last 7 years for an amount equal or above US\$ 5 Million.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet the requirement).</i></p> <p>The JV Lead Partner must meet the minimum requirement of one contract successfully executed equal or above US\$1 Million.</p>	Form D: Qualification Form
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum 7 years of relevant experience.	Form D: Qualification Form
	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 in term of contract value for similar Services - completed during the last 7 years.	Form D: Qualification Form
<b>Financial Standing</b>	<p>Average turnover of US\$ 5 Million 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><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></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 &amp; banks on the bidder' financial standing.</p> <p>UNDP has the right to reject any bid if submitted by a contractor</p>	Form D: Qualification Form

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

	whom investigation leads to a result that he is not Financially capable and/ or had serious financial problems.	
<b>Technical Evaluation</b>	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
<b>Financial Evaluation</b>	<p>Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.</p> <p>The Financial Evaluation will be conducted independently by UNDP to determine the lowest priced, best value, for each Lot.</p> <p>The contract award(s) shall be made to the lowest priced technically qualified bidders (Primary and Backup).</p>	Form F: Price Schedule Form and BOQ
<b>Proposed Staff</b>	<p>The requirement for key personnel proposed is as follows:</p> <p><b>One qualified Project Manager</b> (1 CV required): The Project Manager should have the following qualification and experience:</p> <ul style="list-style-type: none"> <li>a) At-least 5 years of experience in personnel management,</li> <li>b) Proven knowledge and experience of managing large group of personnel,</li> <li>c) Master's degree in HR Management or Business Administration or any other relevant discipline.</li> <li>d) Ability to speak English.</li> </ul> <p><b>Two Qualified HR Officer</b> (2 CVs required): The HR Officers should have the following qualification and experience:</p> <ul style="list-style-type: none"> <li>a) At-least 3 years' experience in a relevant field.</li> <li>b) bachelor's degree in Business Administration or HRM.</li> <li>c) Ability to speak Arabic and English languages.</li> <li>d) Work experience in relevant field of assignment.</li> </ul> <p><b>One Qualified Finance Officer</b> (1 CV required): The Finance Officers should have the following qualification and experience:</p> <ul style="list-style-type: none"> <li>a) At-least 5 years' experience in a relevant field.</li> <li>b) bachelor's degree in Finance/accounting.</li> <li>c) Ability to speak Arabic and English languages.</li> <li>d) Work experience in relevant field of assignment</li> </ul>	Detailed CV to be provided for each required personnel indicating the academic background, work experience and similar projects carried out
<b>Equipment</b>	Not applicable	Confirmation of availability of the equipment by indicating Owned or Leased status
<b>Important Note</b>	UNDP has zero tolerance for fraud and corruption, meaning that UNDP vendors are not to engage in fraud or corruption. Vendors engaged in fraud and corruption will be subject to sanctions. Fraud includes but not limited to the submission of fraudulent or misrepresented documents, such as bid securities and financial statements.	





**Scope of Work (SOW)**

**Long Term Agreement for the Provision of Consultancy and Support Personnel Services to  
facilitate the Implementation of UNDP Projects in Iraq**

**1) BACKGROUND**

The CO established Long-Term Agreement (LTA) for the provision of Local/International Consultancy and support personnel services, established in 2017. Over a period of 5 years, the estimated UN expenditure against this LTA for services renders will above USD \$49 Million with the large majority consisting of local personnel recruitments. With this tender, UNDP forecasts the continued need for such t services and therefore is seeking to establish new LTA(s).

UNDP is seeking to establish a new LTAs with qualified service provider(s) as per the provided terms of Reference for both Lots local/International.

To achieve the Country Office’s programmatic objectives, UNDP-Iraq needs the services of external experts (local/International) to implement the project activities. The experts will be engaged on an as-needed basis through the long-term agreement framework.

Accordingly, UNDP Iraq intends to establish a Long-Term Agreement (LTA) for the provision of Local/International Consultancy and Support Personnel Services with one or more qualified service providers, which will be signed initially for one year period. The LTA will be extended for an additional two years, subject to satisfactory performance.

The Services are primarily required inside Iraq and shall include deployment of contracted individuals to all governorates. In some cases, the consultants may be required to travel outside the country to accomplish the tasks assigned.

The estimated volume of the services is up to **US\$20** million for three years’ period. However, UNDP does not guarantee that the mentioned volume will be spent during the term of Long-Term Agreement.

**2) GENERAL OBJECTIVE**

United Nations Development Programme is looking for a capable and suitably qualified and experienced service provider to Third party consultancy services for the personnel of UNDP Iraq based on criteria set in this Terms of Reference, (hereinafter referred to as “Contractor”), which can recruit and deploy qualified and experienced local consultants and support personnel to assist in delivering activities in the various governorates of Iraq (hereinafter referred to as “Services”)

The Services shall be categorized in one Lot based on the type of services required. The Lots will be referred to as “Local Consultancy and Support Personnel Services and International Consultancy and Support Personnel Services”.

The service provider shall be involved in the identification and selection of technical and non-technical personnel for provision of services of such personnel for the United Nations Development Programme (UNDP) on long term or short term basis at different locations in Iraq

The successful bidder would be responsible for the recruitment and routine administration of national personnel for projects of United Nations Development programmes throughout the country. This personnel should be selected and managed in a transparent manner and in accordance with the national labor law of the country.

### **3) APPLICATION (USAGE) OF THE LTA**

UNDP will sign Long Term Agreement(s) (hereinafter referred as “Agreement”) with the first and second vendors (hereinafter referred to as “Contractor”) quoted the lowest management fee. The top two ranked Contractors shall be considered for the award of the LTA, per Lot, as below;

1<sup>st</sup> ranked – Primary contractor

2<sup>nd</sup> ranked – Secondary contractor

The order of usage will be as per above. UNDP will first contact the Primary Contractor for all requests. In the event that the Primary Contractor cannot meet the requirements or otherwise rejects the invitation, UNDP will request the Secondary Contractor. In all instances, the Contractors are bound by the same procedures and obligations contained in the Terms of Reference.

UNDP reserves the right, at its sole discretion, to refuse, without reason, any individual consultant proposed by the Contractors. UNDP also reserves the right to:

(a) Award a Call-of Contract, taking into consideration the ability of the LTA holder(s) to provide consultants in specific thematic areas.

The terms of reference will be sent to the respective Contractors and UNDP will select the most suitable and qualified candidate.

Once the individual contractor is selected, the services shall be formalized through a Call-Off Contract(s) or Purchase Order issued by UNDP (Procurement Unit) to the Contractor. The Call-Off Contract shall set out the terms and conditions for the delivery of the services. Each Call-Off Contract or Purchase Order shall reference the respective Long-Term Agreement.

Under the current assignment, the contractor will have to accomplish the following tasks:

1. Recruitment of personnel:
  - a. Open advertising of the Vacancy Announcements:
  - b. Short listing of the applicants:
  - c. The arrangement of written test & conducting of interviews:
  - d. Award of contracts & Contract Administrations:
2. Contract Administration:
  - a. Remuneration administration:
  - b. Leave management:
  - c. Fee Scale Set up:
  - d. Termination and management of Personnel:
  - e. Insurance:
  - f. Reporting:
  - g. The Obligation of Contractor after recruitment of support personnel:

#### **4) RESTRICTIONS**

The following conditions shall apply for the duration of the LTA.

- a) If the Contractor deploys individuals to work for a given specific UNDP project under the Agreement and respective Call-Off Contract(s), the Contractor is not eligible to bid for supply of goods, services or works for that project, or any other projects where the Contractor may have obtained an advantage because of the deployment of one or more of its contracted individuals with UNDP.
- b) If a contract for supply of goods, services or works for a project is awarded to a company which subsequently is identified as the successful Offeror under this ITB the potential individuals will not be eligible for deployment under that project until such time when subject contract for supply of goods, services or works is completed.
- c) UNDP shall not refer, propose or nominate personnel to the Contractors' roster for the purpose of engaging their services, except through Direct Appointment on an exceptional basis as detailed in 5 below.

##### **d) Engagement of Personnel**

- (i) A Contractor is prohibited from engaging/deploying Personnel in the following circumstances.
  - When the individual contractor is on another Contractor's active Call-Off Contract with UNDP;
  - Where the selected consultant has an existing IC with UNDP;
  - Where the proposed services are similar or identical in nature, and the interval between the last Call-Off contract and proposed Call-Off contract/IC/RLA are of a period less than 30 days;
  - Unsatisfactory performance in previous engagements
  - ex-UN staff must respect the UN allocated period of required break-in-service.
- (ii) UNDP may not hire the Contractor's Personnel as a staff member or consultant unless:
  - The relevant Contractor's Personnel has completed a minimum of two (2) months in-service (not limited to UNDP contracts) with the Contractor; or
  - The Contractor agrees in writing (Release Letter/Letter of No Objection).

#### **5) DIRECT APPOINTMENT**

On an exceptional basis UNDP may opt to engage a specific individual through the Contractor. This modality shall be referred to as Direct Appointment as determined by UNDP based on its internal guidelines allowing use of direct contracting under set circumstances.

When a preferred candidate has been identified for direct appointment, UNDP shall provide the following documentation.

- (i) Terms of reference
- (ii) CV/P11 of the proposed consultant
- (iii) Breakdown of cost of services

The Contractor shall issue the Call-Off Contract as per the agreed terms and conditions. Such contracts are under the responsibility of the Contractor, and subject to all the LTA terms and

conditions.

Direct appointment contracts are subject to a reduced management fee (hereinafter referred to as Direct Appointment Fee – DAF) at a rate not exceeding 50% of the management fee stated in the financial proposal.

## **6) CONTRACTORS' RESPONSIBILITIES**

The Contractor shall be responsible for the complete set or parts of actions necessary for provision of the requested Consultancy and Support personnel services:

- a) Sourcing of consultants;
- b) deployment including mobilization and travel arrangements, where applicable, and provision of insurance and security requirements, and logistical support (office premises, workstations, etc.);
- c) contract management services, including payments to contracted individuals;
- d) performance monitoring of all contracted individuals in consultation with the UNDP project staff.
- e) Monthly record of invoices and payments made by UNDP

In all instances, the contractor will have full duty of care & responsibility for the safety of their consultants. The Contractor's services shall include, but not limited to, the following:

### **i. SOURCING AND ENGAGEMENT OF CONSULTANTS**

An efficient, merit-based service, including sourcing and short-listing suitable and qualified experts as per the TOR provided by UNDP.

### **ii. TRANSPORTATION**

The Contractor shall manage in-country transportation and UNDP will reimburse the associated costs on an actual basis. For high-risk missions, the contractor must ensure adequate safety and security measures including use of AVs and personal security. The UNDP Project Manager in consultation with the UNDP Security Advisor shall authorize such travel prior to the travel taking place.

### **iii. IT AND COMMUNICATIONS**

The contractor will provide the necessary IT and computer support for contracted individuals deployed to the field. This would ordinarily include laptop computers, 3G, internet connection in the office (wherever possible), access to shared network printers and networked file backup and data storage.

If contracted individuals are co-located in UN premises and want to use their personal devices, they may only be connected to the UN network after being fully tested and accepted by respective IT Department following the removal of administrative rights on the device.

The contractor will provide the contracted individuals with means of communication for work-related purposes, namely: a) pre-paid SIM cards for mobiles / telephone support (mobile phones should not be provided); b) scratch cards for mobile phones, to be provided only for the authorized limit, defined by UNDP for the relevant function.

Title to any equipment and supplies provided to contracted individuals shall rest with UNDP and any such equipment shall be returned to UNDP after the Call-Off Contract, when no longer needed, or at UNDP's request. Such equipment, when returned to UNDP, shall be in a workable condition, subject to normal wear and tear. The contracted individual(s) shall be liable to compensate for equipment damaged or degraded beyond normal wear and tear.

#### **iv. INSURANCE**

Provide a comprehensive insurance package for individual contractors deployed under the LTA covering:

- Life insurance, including disability, injury, etc. resulting from Malicious Acts,
- Medical/health insurance that includes medevac,
- Third party liability

The contractor shall not deploy any individual contractor without the appropriate insurance coverage.

*The Proposer shall include, in the proposal, details of the entire insurance package including the name of the service provider. UNDP may contact the service provider for any clarification.*

*The insurance costs shall form part of the management services and included in the management fee.*

Locally engaged individual contractors enrolled in the Iraqi National Social Security system are responsible for remitting their contribution to the relevant authorities.

Third party personnel recruited by the services provider should be comprehensively insured.

#### **v. SECURITY**

Iraq faces major security threats, with some areas being more insecure than others. The threats emanate from acts of terrorism, armed conflict, crime, civil unrest, natural calamities, etc. UNDP has projects in different parts of the country, including the high-risk areas.

The contractor shall be solely responsible for the safety and security of any individual contractor deployed under the LTA. The liability extends to any subcontractors and UNDP assets under the custody of the contractor and used for the purposes of the LTA.

The contractor shall develop, implement and maintain adequate security measures appropriate to the location of the assignment, to ensure duty of care obligations. Since contracted personnel are not subject to UN security terms and conditions, the contractor must carry out its own security risk assessment and determine/establish the corresponding security measures to protect the individual contractor during the performance of their tasks.

Any assignment requiring enhanced security services shall be reviewed and cleared by UNDP (Project Manager and Field Security Specialist) prior to deployment of the contractor. The Contractor shall be responsible for providing its contracted individuals with all necessary safety, security, medical and emergency equipment they may require such as ballistic helmets (equivalent to NIJ Level III) and ballistic vests (equivalent to NIJ Level IV), all necessary communications equipment, including but not limited to satellite and mobile phones and including use of armored vehicles. In all cases, the proposed security measures must be reviewed/cleared by UNDP (Project Manager/Security Advisor).

Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its contracted individuals and for UNDP's property in its custody.

Where a deteriorating security situation prevents the contracted individuals to perform the services, UNDP may terminate the contract in accordance with the General Conditions for Professional Services.

#### **Leave management:**

The contractor is to maintain a database to manage and control the leave record of the recruited personnel and generate a leave report to UNDP/requesting entity whenever required. The personnel should be entitled to paid, unpaid leave or any other type of leave, (One person can get two days (paid) leave within a month).

#### **vi. BACKGROUND CHECKS**

The Contractor must perform a background check, at its own expense, on each consultant selected by UNDP prior to issuing the Call of Contract/deployment. A record of the background check shall be kept on file and accessible to UNDP, if requested.

Similarly, the Contractor shall maintain a professional record of the consultant detailing employment history, performance record, income, education records, etc.

Accurate and valid personal identification records, work permits, etc.

In consultation with UNDP, verify that the consultant is not listed in any vendor sanction list in the UN Security Council Resolution 1267, List -[www.un.org/sc/committees/1267/ag\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/ag_sanctions_list.shtml). UNDP Ineligibility List, UNPD suspended and removed vendors, or has not been declared ineligible by the World Bank, either directly or through cross-debarment.

#### **vii. MEDICAL CLEARANCE**

Depending on the nature of the deployment and age of the individual contractor a medical clearance may be necessary to ensure fitness for the assignment.

#### **viii. CONTRACT MANAGEMENT AND ADMINISTRATION**

The Contractor shall appoint a focal point to liaise with UNDP on any contractual issues.

Performance related matters will be managed by the UNDP Project Manager with regular feedback to the Contractor.

Provision of initial briefing/induction on the duty station, as applicable.

For special assignments<sup>2</sup>, the Contractor shall be responsible for obtaining the relevant permits associated with the deployment. UNDP will not be responsible for obtaining such permits or clearances.

The Contractor shall be solely responsible for the hiring, deployment activities, performance management, termination, payroll, insurance, safeguarding, duty of care and employment relationship of all its consultants in line with country labour codes. Under no condition does UNDP accept any responsibility or liability for the Contractor's consultants or employees.

The contractor will be responsible for paying the consultants in US dollars

The prices for the services shall remain unchanged for the duration the LTA.

The Contractor must comply with UNDP General Terms and Conditions for professional services.

### **7) UNDP'S RESPONSIBILITIES:**

UNDP will provide the terms of reference (TOR) for the consultancy personnel, specifying the level of qualification and experience.

UNDP expects to work in close partnership with the contracted individuals towards achieving UNDP's objectives.

UNDP intends to provide the individual contractor with the following support services or reimburse the Contractor as and when considered necessary for the execution of the assignment undertaken by the consultants/manpower:

**i. Office Accommodation:**

UNDP will make every effort to provide suitable office space for the contracted individuals. Such office accommodation could be within UNDP available offices in the location where the contracted individuals are to work.

**ii. IT and Communications:**

If contracted individuals want to use their personal devices in UNDP established premises, it may only be connected to the UNDP network after being fully tested and accepted by respective UNDP IT Department following the removal of administrative rights on the device.

**iii. Transportation services:**

The contractor is responsible for all transport requirements for the individual contractors. Based on the security assessment of the deployment location, the contractor will determine and inform UNDP the appropriate transport requirements. The latter is subject to approval by the Project Manager and the associated costs will be included in the Call-Off contract.

The standard mode of transport is a soft-skin vehicle. Any deviation from the standard transportation mode required (e.g. armoured vehicle), will require prior approval from UNDP and charged as a reimbursable expense.

Where UNDP provides the transportation, the contractor/individual contractor shall sign a disclaimer.

Transportation is categorized in two types;

- 1) Local transportation within duty station
- 2) Transportation from duty station to field assignment (mission travel).

For the transportation during execution of the services on day-to-day basis, its contractors responsibility for arrangement with the individual contractor which will be paid separately out of the contract by the contractor to the individual.

## **8) ENGAGEMENT OF INDIVIDUAL CONTRACTORS**

UNDP (Project Manager) will draft a Terms of Reference for the services required and Procurement will send the TOR to the contractor soliciting for CVs. The TOR will specify the following parameters;

- a) Level of qualification and experience
- b) Level Reference and (expert level) - Complexity and degree of specialization
- c) Scope of professional services, location, working arrangement, travel, etc.

The Contractor must submit a minimum of three responsive CV's (within 5-7 business days) that meet the minimum qualifications and requirements as indicated in the TOR.

UNDP will review and select the most suitable consultant for the assignment. The outcome of the evaluation will be communicated to the contractor to commence the contracting.

## **9) REMUNERATION**

The Contractor is responsible for paying the fees to the consultant based on the fee scale established by UNDP (Annex II) for each LOT.

## **10) DURATION OF SERVICE PROVISION BY CONTRACTED INDIVIDUALS**

Duration of deployment under the Agreement and respective Call-Off Contract will be as follows:



1 - The deployment of contracted individuals under the Agreement and respective Call-Off Contract(s) is intended solely to provide specific services for a period up to a maximum of one (1) year or less at a time. The deployment of contracted individuals under the Agreement and respective Call-Off Contract(s) may be extended subject to satisfactory performance outlined in the TOR, up to a maximum duration of 3 years provided the LTA is valid till the end of the third year.

2. The deployment of contracted individuals under the Agreement and respective Call-Off Contract(s) carries no expectation of any future deployment of contracted individuals with UNDP. However, the contracted individuals are not precluded, during or after the contract period, from applying as an external candidate to any UN vacancy.

#### 11) SERVICES – Areas of Specialization

At the written request of UNDP, the Contractor is expected to provide individuals contractors in the following, but not limited, specialized areas (categories):

		Area of Specialization/Expertise
	Category	UNDP'S Programmatic Area
1	Engineering	Architects Civil Electrical Mechanical Environmental Health and Safety
2	Crisis Response	Community resilience Early recovery mechanism
3	Socio-economic	Micro/Small Business Enterprise set up Public Finance Economic development and poverty alleviation Strategic planning and budget execution NGO empowerment Vocational Training
4	Governance	Governance Public Administration Legal Support
5	Surveys	Feasibility studies and impact assessments Data collection and research
6	Health	Public health Disability rehabilitation
7	Other	Communications Administrative support (finance, procurement, HR, IT, etc.) Translation/Interpretation (Arabic/Kurdish/English)

The services are not limited to the above list and UNDP may require consultants in other areas not listed in the present list. The Contractor shall always be responsible to provide suitably qualified

individuals for all services that may be required by UNDP.

## 12) CATEGORY OF SERVICES

The Services are categorized in the provision of Local Consultancy and Support Services :

*Definition* – when the terms of reference do not require global knowledge or internationally acquired experience and expertise, the functions are performed by national staff.

For clarity it includes **Support Services** which are primarily operational related, comprising of general administrative duties and are non-technical/substantive in nature, to support the implementation of the core project activities;

- Office/operations management – HR, Finance, IT, Procurement, Administration
- Logistical support
- Monitoring and reporting tasks

*Please refer to Annex II for details of qualifications required and applicable remuneration scales.*

## 13) ENGAGEMENT OF CLOSE RELATIVES OF UN PERSONNEL

Contracting close relatives of UNDP personnel may be considered on an exceptional basis, and only where another individual equally qualified cannot be deployed. Such Contracts should only be issued after approval of UNDP Senior Management.

- a) Relatives of UNDP personnel may be deployed under the Agreement and respective Call-Off Contract(s), if there is no conflict of interest and that the selected individual:
- b) is fully qualified for the position for which he/she is being considered;
- c) has been selected in accordance with the given selection policy under the given TORs, through a full, transparent and competitive selection process (without any involvement of the UNDP relative) where other qualified applicants were reviewed and short-listed;
- d) is not given undue preference by his/her kinship with a UNDP staff;
- e) is not assigned to serve in a position which is superior or subordinate in the same line of authority to the other
- f) To add “Not recruited through direct appointment”

## 14) ENGAGEMENT OF FORMER UNITED NATIONS STAFF MEMBERS

In selection and deployment of Personnel, it is important to note that the deployment of candidates who currently work or have previously worked as UN Staff members is subject to special rules and UN post-employment restrictions. The Contractor should inform on such consultants in advance to get approval of UNDP before initiation of Call of Order.

Former UN Staff members may be deployed under the LTA and respective Call-Off Order provided they did not separate from UNDP or another organization of the UN common system for any of the following reasons:

- Abandonment of post;
- Dismissal for misconduct;
- Non-renewal of appointment for unsatisfactory service;
- Termination of appointment for unsatisfactory service, or
- Resignation in lieu of disciplinary action.

Re-engagement of former and retired UN Staff members shall begin only after a period of at least three (3) months has elapsed since the date of retirement.

If the separation from the UN System was an "agreed termination", the former UN Staff member to

be deployed under the Agreement and Call-Off Order(s) may only be re-engaged after a period of thirty-six (36) months from the date of separation from service (or once the break period stipulated in their separation agreement has elapsed, if different).

The Contractor will verify that any restriction on re-engagement has been fulfilled and confirm each candidate's eligibility prior to presentation of such candidates for consideration by UNDP.

#### **15) MONITORING AND REPORTING**

As part of the LTA management process, the contractor will;

- designate a focal point to keep a record of Call-Off contracts, including all the supporting documentation leading to the engagement of the individual contractor.
- Submit a monthly report containing the number, type and value of Call-Off contracts issued during the month and cumulatively. The report is due within seven calendar days of preceding month.
- Regularly meet with the UNDP event focal point(s) to review implementation of the LTA and discuss any matters relating to the LTA.
- Where necessary UNDP might outsource monitoring of contract implementation or the performance of contracted individuals.
- On semi-annual basis, the contractor will provide detailed combined report covering the previous 6 months, including (but not limited to) the statistics, covered areas, funds disbursed, equipment & furniture purchased (status). The format and content of the report will be provided by UNDP.

#### **16) PERFORMANCE EVALUATION:**

Contracted individuals shall be deployed in recognitions of their skills and expertise to perform a specific task or deliver a specific piece of work. As such, the outputs and overall performance of contracted individuals and Contractors shall be monitored and documented by UNDP on regular basis to ensure that contractual obligations have been fully met.

Regular performance related discussions shall take place between the contracted individual and the UNDP project manager, and payment shall be subject to satisfactory performance of the services.

Contracted individual(s) performance evaluation reports are confidential and shall be maintained in the procurement file. In case of re-deployment of a former contracted individual under any other UNDP project, previous relevant performance evaluation report(s) shall be made available to the requesting unit.

#### **17) INVOICING/PAYMENT FOR CONTRACTOR'S SERVICES**

Upon completion of the services, the contractor shall an invoice comprising of the following elements;

- Call-Off contract/Purchase order number and name of individual contractor,
- Professional fees as per the selected fee scale and corresponding milestone/deliverable payment as stated in the Call -Off contract,
- Management fee, calculated as a percentage of the service(s) provided.
- Reimbursable costs will not be part of contract to be paid separately (if available)

In addition, attach a copy of the Call-off contract/amendment, purchase order, time sheet, etc. and other relevant documents to support the payment claim.

#### **18) KEY PERFORMANCE INDICATORS**

Performance of the service provider will be monitored based on (but not limited to) following indicators:

1. Number of first-time successive CVs presented to UNDP for evaluation/selection of qualified consultant.
2. Response time to UNDP requests for engagement of individual contractors
3. Percentage of satisfactory (and above) ratings for all categories of personnel deployed (individual performance evaluation template to be provided by UNDP).
4. Timely submission of reports
5. Quality of services provided per Call-Off contract.
6. Quality and accuracy reports
7. Number/type of performance related incidents reported by users of the LTA

#### **19) CONTRACTED INDIVIDUALS' RIGHTS AND OBLIGATIONS:**

The rights and obligations of the Contracted individuals are strictly limited to the terms and conditions of the Agreement and as follows:

- a) Contracted individuals are specifically engaged for their skills and expertise, and to provide identified deliverables within the timeframe indicated in the Contract. Under specific circumstances, Contracted individuals can participate as members of project committees providing advisory services/support in their substantive area of expertise.
- b) Contracted individuals are responsible for paying any taxes derived from their earnings with UNDP in their home country.
- c) Contracted individuals who have an active government contract need to take an unpaid leave of absence and provide a letter to this effect to UNDP. This is to prevent any veneer of conflict of interest in the work.
- d) The services carry no authority or legal rights to bind UNDP into any agreements. Contracted individuals must not be given any form of representational, approving or signing authority for committing UNDP into any legal and/or financial obligations (e.g., Atlas approving authority, signing of contracts, etc.)
- e) Contracted individuals are not entitled to any overtime pay, but the contract individual will be entitled for (2) days monthly leave. If any leave of absence is taken by the contracted individuals during contractual period exceeds the entitlement, the remuneration will be reduced commensurate to the number of days the individual is absent. The daily rate will be calculated based on 21.75 working days per month.

#### **20) LEGAL STATUS, RIGHT AND OBLIGATIONS**

1. Nothing contained in the Agreement and respective Call-Off Contract(s) shall be construed as establishing or creating between UNDP and the Contractor the relationship of master and servant. Principal and agent or employer and employee; it being understood that the contracted individual is an independent contractor in relation to UNDP. Accordingly, no contracted individual deployed by the Contractor about the performance of any obligation under the Agreement and respective Call-Off Contract(s) shall be regarded as an agent, servant, employee, contractor or Personnel of UNDP, and the Contractor shall be solely responsible for all claims by such Personnel arising out of or about their deployment by the Contractor. The Contractor shall inform all relevant contracted individual(s) of the foregoing.
2. Contracted individuals shall recognize and accept that terms and conditions of their deployment under the Agreement and respective Call-Off Contract(s) differ from those applicable to UNDP personnel appointed under the United Nations Staff Regulations and Rules and under the UNDP Individual Contractor Agreement Policy. Accordingly, Contracted individuals are not entitled to any benefit, payment, subsidy, compensation, entitlement or pension from UNDP.
3. Contracted individuals must comply with the applicable, legal requirements of all relevant locations (e.g. country of origin, country of residence and Country(ies) of Services), including but not limited to those on taxation, licenses, work permits and visas.

**21) DUTY STATION**

- a) The contractor shall perform the required services at its own premise
- b) The contractor must have a physical presence in Iraq – Erbil City;
- c) UNDP may request the supplier to provide services in specific provinces, UNDP will provide ample time for the service provider to render the required services in the provinces. There is no need at this point in time for the service provider to have a physical presence in provinces. If and when the need arises, UNDP will notify the contractor for services required outside of Erbil city.
- d) In most of the cases, UNDP shall allocate the working space and location for the contractor, where the contractor will be notified accordingly.

## Annex II

### QUALIFICATIONS AND FEE SCALE FOR **LOCAL SUPPORT PERSONNEL SERVICES (LSP)**

Level Reference	Complexity and Degree of Specialization	Level of Qualification and Experience		Fees			
		Master Degree or Higher + Years of Relevant Work Experience	Bachelor Degree + Years of Relevant Work Experience	Band	Points	Daily Rate (USD)	Monthly Rate (USD)
F-LSP	Supervisor	3 years	5 years	High	=>35	86	1,872
				Mid	15-34	74	1,605
				Low	0	61	1,337
E-LSP	Skilled	2 years of relevant experience with Bachelor Degree		High	=>35	69	1,494
				Mid	15-34	59	1,280
				Low	0	49	1,067
D-LSP	Skilled	4 years of relevant experience with Diploma certificate		High	=>35	59	1,280
				Mid	15-34	49	1,067
				Low	0	42	914
C-LSP	Semi-skilled	2 years of relevant experience with Diploma Certificate		High	=>35	49	1,067
				Mid	15-34	42	914
				Low	0	35	762
B-LSP	Semi-skilled	2 years of relevant experience with Secondary education		High	=>35	40	878
				Mid	15-34	35	753
				Low	0	30	627
A-LSP	Casual	Secondary School		Rate	N/A	25	DAILY

**LOT A: QUALIFICATIONS AND FEE SCALE FOR LOCAL CONSULTANCY SERVICES (LCS)**

Level Reference	Complexity and Degree of Specialization	Level of Qualification and Experience		Fees			
		Master Degree or Higher + Years of Relevant Work Experience	Bachelor Degree + Years of Relevant Work Experience	Band	Points	Daily Rate (USD)	Monthly Rate (USD)
<b>D-LCS</b>	Expert	15 years' plus	17 years' plus	High	=>35	347.46	7,557.19
				Mid	15-34	288.32	6,270.86
				Low	0	229.17	4,984.53
<b>C-LCS</b>	Senior Specialist	11 – 14 years	13 – 16 years	High	=>35	310.49	6,753.23
				Mid	15-34	256.63	5,581.75
				Low	0	204.88	4,456.21
<b>B-LCS</b>	Specialist	5 – 10 years	7 – 12 years	High	=>35	276.70	6,018.18
				Mid	15-34	229.17	4,984.53
				Low	0	183.76	3,996.81
<b>A-LCS</b>	Junior Specialist	0 - 4 years	2 - 6 years	High	=>35	246.07	5,352.05
				Mid	15-34	204.88	4,456.21
				Low	0	164.75	3,583.35

**LOT B: QUALIFICATIONS AND FEE SCALE FOR INTERNATIONAL CONSULTANCY SERVICES (ICS)**

Level Reference	Complexity and Degree of Specialization	Level of Qualification and Experience		Fees			
		Master Degree or Higher + Years of Relevant Experience	Bachelor Degree + Years of Relevant Work Experience	Band	Points	Daily Rate (USD)	Monthly Rate (USD)
<b>D-ICS</b>	Expert	15 years' plus	17 years' plus	High	=>35	1,056.1	22,970.17
				Low	0	897.68	19,524.64
<b>C-ICS</b>	Senior Specialist	11 - 14 years	13 - 16 years	High	=>35	792.07	17,227.63
				Mid	15-34	686.46	14,930.61
				Low	0	580.85	12,633.59
<b>B-ICS</b>	Specialist	5 – 10 years	7 - 12 years	High	=>35	580.85	12,633.59
				Mid	15-34	422.44	9,188.07
				Low	0	316.83	6,891.05
<b>A-ICS</b>	Junior Specialist	0 - 4 years	2 - 6 years	High	=>35	316.83	6,891.05
				Mid	15-34	264.02	5,742.54
				Low	0	211.22	4,594.03

**Note.** The above fee scale represents the minimum fees payable per band, under the LTA. The contractor is obligated to pay the contracted individual the selected fee. However, upon UNDP's discretion, lower rates can be payable depending on the level of complexity of the TOR and specialization which may not be measurable with the above provided scale.

#### **FEES SETTING:**

The fee scale will be determined as follows:

- a. The terms of reference (TOR) will be considered at the lowest band in the given level.
- b. To consider a higher band in the same level, the recommended consultant shall need to meet other requirements and accumulate additional points as below:
  1. **Complexity:** The nature of the assigned deliverables/tasks is highly complex and specialized. **(10 Points).**
  2. **Availability:** Highly specialized expertise may be limited and therefore have a higher value/premium on the labor market than expertise that is readily available. **(10 Points).**
  3. **Additional Related Years of Experience:** The additional years of experience must be directly related to the required services specified in the TOR. "Additional years of experience will be defined as the years of experience that exceed the minimum years mentioned in the TOR". That is, if the TOR requires 5 years of experience and the recommended consultant has a total of 10 years relevant experience, then the additional 5 years will be taken into consideration. For eligibility, the additional years of experience shall not be less than;
    - (a) 5 years for Low to Mid consideration **(15 points)** and,
    - (b) 10 years for Low to High. **(20 points).**
  4. **Additional Degree:** Having a second (higher) degree that is directly relevant to the area of specialization and/or required expertise. For example, if the TOR requires a Bachelor's Degree in a relevant field and the recommended consultant has a Masters/PhD in a relevant field, then additional points will be considered **(10 Points).**
  5. **Hazard conditions:** Applicable to working in highly risky areas. This shall be based on the UN Security level at the designated duty station at the time awarding the Call-off Contract

Security Level III:	<b>10 Points</b>
Security Level IV:	<b>15 Points</b>
Security Level V:	<b>20 Points</b>
Security Level VI:	<b>25 Points</b>

If the primary duty station is Security Level III and the consultant is expected to work in more hazardous conditions (Security Levels IV or V), then the additional points will be allocated to the highest security phase where the consultant will have duty related missions.



## SECTION 5B: OTHER RELATED REQUIREMENTS

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

Delivery Term [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	N/A
Exact Address of Delivery/Installation Location	N/A
Mode of Transport Preferred	N/A
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents <i>(if using freight forwarder)</i>	N/A
Customs, if required, clearing shall be done by:	N/A
Ex-factory / Pre-shipment inspection	N/A
Inspection upon delivery	N/A
Installation Requirements	N/A
Testing Requirements	N/A
Scope of Training on Operation and Maintenance	N/A
Commissioning	N/A
Warranty Period	N/A
Local Service Support	N/A
Technical Support Requirements	N/A
After-sale services Requirements	N/A
Payment terms	100% within 30 days upon UNDP's acceptance of the services delivered as specified and receipt of invoice
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of services based on full compliance with ITB requirements
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:

<b>Have you duly completed all the Returnable Bidding Forms</b>	
▪ Form A: Bid Submission Form	<input checked="" type="checkbox"/>
▪ Form B: Bidder Information Form	<input checked="" type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form – <b>if applicable</b>	<input checked="" type="checkbox"/>
▪ Form D: Qualification Form	<input checked="" type="checkbox"/>
▪ Form E: Format of Technical Bid/Company Profile	<input checked="" type="checkbox"/>
▪ Form G: Form of Bid Security/Certified Cheque	<input checked="" type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input checked="" type="checkbox"/>

### Price Schedule:

▪ Form F: Price Schedule Form	<input checked="" type="checkbox"/>
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**Note : The above mandatory documents **MUST BE** submitted along with the bid. If the bidders did not submit these forms with the initial submission, UNDP reserves the right to reject the bid.**

**FORM A: BID SUBMISSION FORM**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	<b>IRQ-ITB-008/22 - Long Term Agreement for the Provision of Consultancy and Support Personnel Services to facilitate the Implementation of UNDP Projects in Iraq</b>		

We, the undersigned, offer for **IRQ-ITB-008/22 - Long Term Agreement for the Provision of Consultancy and Support Personnel Services to facilitate the Implementation of UNDP Projects in Iraq** in accordance with your Invitation to Bid No. **IRQ-ITB-008/22** 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**

(All fields to be filled by bidder)

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

<b>during Bid evaluation</b>	Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>▪ Company Profile, including printed brochures and product catalogues relevant to the goods and/or services being procured</li> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ List and value of projects performed for the last 10 years, plus client's contact details who may be contacted for further information on those contracts;</li> <li>▪ Statement of Satisfactory Performance from the Top two (2) Clients on similar works completed during the last 10 years.</li> <li>▪ Detailed CVs of key personnel meeting the requirement stated under page 25 including copies of ID;</li> <li>▪ Last five years Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past five years (2016, 2017, 2018, 2019 and 2020). The bidders can submit the 2021 completed audited report which will be considered for evaluation.</li> <li>▪ D&amp;B report, if any</li> <li>▪ List and value of ongoing projects together with completion ratio with UNDP and other national/multi-national organizations.</li> <li>▪ Form A: Bid Submission Form</li> <li>▪ Form B: Bidder Information Form</li> <li>▪ Form C: Joint Venture/Consortium/ Association Information Form</li> <li>▪ Form D: Qualification Form</li> <li>▪ Form E: Format of Technical Bid with Method of Statement how the required requirement shall be carried out.</li> <li>▪ Form F: Price Schedule Form - Duly completed, signed and stamped</li> </ul>

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	<b>IRQ-ITB-008/22 - Long Term Agreement for the Provision of Consultancy and Support Personnel Services to facilitate the Implementation of UNDP Projects in Iraq</b>		

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

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

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

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

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

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

Name of partner:  
\_\_\_\_\_

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

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

Name of partner:  
\_\_\_\_\_

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

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

Name of partner:  
\_\_\_\_\_

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

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

Name of partner:  
\_\_\_\_\_

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

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

## FORM D: ELIGIBILITY AND QUALIFICATION FORM

(All fields to be filled by bidder)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	<b>IRQ-ITB-008/22 - Long Term Agreement for the Provision of Consultancy and Support Personnel Services to facilitate the Implementation of UNDP Projects in Iraq</b>		

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

### History of Non- Performing Contracts

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

### Litigation History (including pending litigation)

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

### Previous Relevant Experience

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

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

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

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

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

### Financial Standing

Annual Turnover for the last 5 years	Year <b>2016</b>	USD
	Year <b>2017</b>	USD
	Year <b>2018</b>	USD
	Year <b>2019</b>	USD
	Year <b>2020</b>	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 5 years				
	<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 FROM

**(THIS SECTION IS MANDATORY AND FAILING TO PROVIDE THE TECHNICAL PROPOSAL WILL CONSTITUTE IN REJECTION OF YOUR BIDS)**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	<b>IRQ-ITB-008/22 - Long Term Agreement for the Provision of Consultancy and Support Personnel Services to facilitate the Implementation of UNDP Projects in Iraq</b>		

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

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

#### 1.1 Top (three or more) Projects implemented during the last 7 years:

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

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

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

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

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

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

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

### 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.
- 3.3 In order to successfully manage the work for this project the following proposed technical positions are required;
- 1) Project Manager (1 CV required): The Project Manager should have the following qualification and experience:
    - a) At-least 5 years of experience in personnel management,
    - b) Proven knowledge and experience of managing large group of personnel,
    - c) Master's degree in HR Management or Business Administration or any other relevant discipline.
    - d) Ability to speak English.
  - 2) HR Officer (2 CVs required): The HR Officers should have the following qualification and experience:
    - a) At-least 3 years' experience in a relevant field.
    - b) Bachelor's degree in Business Administration or HRM.
    - c) Ability to speak Arabic and English languages.
    - d) Work experience in relevant field of assignment.

#### Format for CV of Proposed Key Personnel

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/ Qualifications</b>	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
<b>Professional certifications</b>	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
<b>Employment Record/ Experience</b>	<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</i>

	<i>other information or professional experience considered pertinent for this assignment.]</i>
	[Insert]
<b>References</b>	<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:	<b>IRQ-ITB-008/22 - Long Term Agreement for the Provision of Consultancy and Support Personnel Services to facilitate the Implementation of UNDP Projects in Iraq</b>		

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed management fee of related services to be provided.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, communication will be paid separately out of the contract.

The management cost will be fixed amount set by bidders. The breakdown below should provide detail of management fee based on the category identified in the below table.

### Table-1: Price Schedule

To facilitate price comparison, bidders are requested to complete the Price Schedule Sheet for each Lot separately and uploaded through e-tendering module.

It is the responsibility of the bidders to verify the accuracy of the information, prices and calculations in the price schedule sheet

#### **Important Note:**

The Financial Proposal must state **ONE** fixed management fee, expressed as a percentage (%) for the services in Line #1. For Direct appointment the provided management fee will be (automatically) 50% of line # 1. Financial Proposals expressing the management fee, as an amount, will not be considered.

#### **Management Fees:**

The management fee shall consist of the Proposer's operational costs to provide the services, including but not limited to:

- Sourcing and deploying individual contractors
- Basic security services as outlined in the terms of reference
- Life/Medical insurance
- Contract administration and management
- Profit margin

**No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.**

**LOT A: LOCAL CONSULTANCY AND SUPPORT PERSONNEL SERVICES:**

No.	Description	Management Fee (%)
1	Local Consultancy and Support Personnel Services (sourcing, Insurance and security)	
2	<i>Direct appointment where the contracted individual is sourced by UNDP:</i> Local Consultancy and Support Personnel Services (Insurance and security only) = (50%) of Line #1	

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

Name of Authorised signature: \_\_\_\_\_

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

Authorised Signature \_\_\_\_\_

Company stamp

**Note:**

UNDP will only accept a maximum DAF rate not exceeding 50% of the management fee quoted above.

**LOT B: INTERNATIONAL CONSULTANCY AND SUPPORT PERSONNEL SERVICES:**

No.	Description	Management Fee (%)
1	International Consultancy and Support Personnel Services (sourcing, Insurance and security)	
2	<i>Direct appointment where the contracted individual is sourced by UNDP:</i> International Consultancy and Support Personnel Services (Insurance and security only) = (50%) of Line #1	

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

Name of Authorised signature: \_\_\_\_\_

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

Authorised Signature \_\_\_\_\_

Company stamp

**Note:**

- UNDP will only accept a maximum DAF rate not exceeding 50% of the management fee quoted above.
- UNDP does not guarantee to purchase any minimum quantity/value of services under the LTA for LOT B.

## FORM G: FORM OF BID SECURITY (MANDATORY)

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

---

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

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

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

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

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

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

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

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

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

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

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

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

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

Address \_\_\_\_\_

*[Stamp with official stamp of the Bank]*



**FORM G.1: TEMPLATE FOR BID SECURITY CONFIRMATION (MANDATORY)**

**(THIS SHOULD BE WRITTEN IN THE LETTERHEAD OF THE BIDDER. EXCEPT FOR INDICATED FIELDS, NO CHANGES MAY BE MADE IN THIS TEMPLATE.)**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	IRQ-ITB-008/22 - Long Term Agreement for the Provision of Consultancy and Support Personnel Services to facilitate the Implementation of UNDP Projects in Iraq		

To: The Procurement Entity, UNDP, Iraq

Dear Sir/Madam:

We, the undersigned, hereby confirm that we have submitted and attached the Bid Security amounting to USD 20,000 (United state Dollars Twenty Thousand) with the E-Tendering portal in regard to our offer for in accordance with your Invitation to Bid. We are hereby providing the following information to further verify the content of Bid Security, if required by UNDP:

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

We also hereby declare that:

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

Yours sincerely,

**STAMP OF THE COMPANY**

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

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

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

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