



REQUEST FOR QUOTATION (RFQ)

RFQ Reference: RFQ-079-PHL-2022	Date: 31 August 2022
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SECTION 1: REQUEST FOR QUOTATION (RFQ)

UNDP kindly requests your quotation for the provision of goods, works and/or services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

Annex 4: Forms of Performance Security

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated in Section 2. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

Issued by:

Signature: _____

Name: Samantha Gunakesera

Title: Operations Manager

Date: 31 August 2022

SECTION 2: RFQ INSTRUCTIONS AND DATA

Introduction	<p>Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by UNDP. This RFQ is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement</p> <p>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 RFQ.</p> <p>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>
Pre-bid Conference	<p>Will be Conducted</p> <p>Time: 2:00PM GMT+8</p> <p>Date : September 7, 2022 2:00 PM</p> <p>Venue : via Zoom Meeting</p> <p>The Zoom link will be provided to those who will confirm attendance by 6 September 2022 by 5 pm Manila Philippines (5AM Eastern Time). Please submit the following via email to procurement.ph@undp.org Email Subject Line "Pre-bid RFQ-079-PHL-2022 Tapaz" and provide the following info:</p> <ol style="list-style-type: none"> 1. Company name 2. Representative's name 3. Email address and Contact number <p>The UNDP focal point for the arrangement is:</p> <p>Mary Gemme Montebon</p> <p>E-mail: procurement.ph@undp.org</p>
Deadline for the Submission of Quotation	<p>22 September 2022, 5AM Eastern Time</p> <p>If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/.</p> <p>For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</p>
Method of Submission	<p>Quotations must be submitted as follows:</p> <p><input checked="" type="checkbox"/> E-tendering</p> <p>Bid submission address: eTendering</p> <ul style="list-style-type: none"> File Format: pdf file File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. It is recommended that the entire Quotation be consolidated into as few attachments as possible. <p>For eTendering method, click the link https://etendering.partneragencies.org and insert Event ID information</p> <p>Insert BU Code : PHL10</p> <p>Event ID number : 0000013544</p> <p>Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders</p>
Cost of preparation of quotation	<p>UNDP shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.</p>
Supplier Code of Conduct, Fraud, Corruption,	<p>All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p>

	<p>Moreover, 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 to observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p>
Gifts and Hospitality	<p>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, dinners or similar. In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p>
Conflict of Interest	<p>UNDP requires every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. Bidders shall 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.</p> <p>Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ.</p> <p>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 RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
General Conditions of Contract	<p>Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the General Conditions of Contract</p> <p>Select the applicable GTC:</p> <p><input checked="" type="checkbox"/> General Terms and Conditions for Works/Special Conditions of Contract</p> <p>Applicable Terms and Conditions and other provisions are available at UNDP/How-we-buy</p>
Special Conditions of Contract	<p><input checked="" type="checkbox"/> Liquidated Damages</p> <p>The liquidated damages for delay shall be 1% of the price of the Contract per week of delay, up to a maximum of 10% of the final price of the Contract, after which UNDP may opt to terminate the contract.</p>
Eligibility	<p>A vendor who will be engaged by UNDP may not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by UNDP.</p> <p>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. Bidders must have the legal capacity to enter a binding contract with UNDP and to deliver in the country, or through an authorized representative.</p> <p>Bidder must pass the following minimum requirements:</p> <ul style="list-style-type: none"> - Minimum of 2 years of experience in supply and delivery and/or project integration or Engineering, Procurement and Construction (EPC) services of similar nature. - Minimum average annual gross sales of PhP 4 million or USD 71,685 of similar completed contracts on supply, engineering, procurement, and construction in the last 2 years
Currency of Quotation	<p>Quotations shall be quoted in Philippine Pesos for local suppliers and US Dollar for international suppliers</p>

Joint Venture, Consortium or Association	<p>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, Consortium or Association.</p> <p>Refer to Clauses 19 – 24 under Solicitation policy for details on the applicable provisions on Joint Ventures, Consortium or Association.</p>
Only one Bid	<p>The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association.</p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or b) they have the same legal representative for purposes of this RFQ; or c) 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 RFQ process; d) 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 e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
Duties and taxes	<p>Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ of the General Assembly of the United Nations, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:</p> <p>All prices must:</p> <ul style="list-style-type: none"> <input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> be exclusive of VAT and other applicable direct taxes
Language of quotation	<p>English</p> <p>Including documentation including catalogues, instructions and operating manuals.</p>
Documents to be submitted	<p>Bidders shall include the following documents in their quotation:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed <input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1 <input checked="" type="checkbox"/> Company Profile. <input checked="" type="checkbox"/> Business Registration certificate (SEC/DTI) and Business Permit; <input checked="" type="checkbox"/> Tax Payment Certification <input checked="" type="checkbox"/> List and value of projects performed for the last 2 years plus client's contact details who may be contacted for further information on those contracts; <input checked="" type="checkbox"/> List and value of ongoing Projects with UNDP and other national/multi-national organizations with contact details of clients and current completion ratio of each ongoing project; <input checked="" type="checkbox"/> Statement of satisfactory Performance (Certificates) from the top 3 clients in terms of Contract value in similar field in the last 3 years; <input checked="" type="checkbox"/> Completed and signed CVs for the proposed key Personnel; <input checked="" type="checkbox"/> Audited financial statements in the last 2 years
Quotation validity period	<p>Quotations shall remain valid for 120 days from the deadline for the Submission of Quotation.</p>
Price variation	<p>No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.</p>
Partial Quotes	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted Insert conditions for partial quotes and ensure that the requirements are properly listed in lots to allow partial quotes
Alternative Quotes	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted

	If permitted, an alternative quote may be submitted only if a conforming quote to the RFQ requirements is submitted. Where the conditions for its acceptance are met, or justifications are clearly established, Click or tap here to enter text. reserves the right to award a contract based on an alternative quote. If multiple/alternative quotes are being submitted, they must be clearly marked as "Main Quote" and "Alternative Quote"
Payment Terms	<input type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation. <input checked="" type="checkbox"/> Other Please see Payment Terms in the Terms of Reference (TOR) below.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection [specify method, if possible] Complete Installation <input checked="" type="checkbox"/> Passing all Testing [specify standard, if possible] <input checked="" type="checkbox"/> Completion of Training on Operation and Maintenance [specify no. of trainees, and location of training, if possible] <input checked="" type="checkbox"/> Written Acceptance of Goods, Services and Works, based on full compliance with RFQ requirements <input type="checkbox"/> Others [pls. specify]
Contact Person for correspondence, notifications and clarifications	E-mail address: procurement.ph@undp.org Attention: Quotations shall not be submitted to this address but to the address for quotation submission above. Otherwise, offer shall be disqualified. Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Clarifications	Requests for clarification from bidders will not be accepted any later than 5 days before the submission deadline. Responses to request for clarification will be communicated in the e-tendering portal by 15 September 2022
Evaluation method	<input checked="" type="checkbox"/> The Contract will be awarded to the lowest price substantially compliant offer
Evaluation criteria	<input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 <input checked="" type="checkbox"/> Full acceptance of the General Terms and Conditions for Works/Special Conditions of Contract
Right not to accept any quotation	UNDP is not bound to accept any quotation, nor award a contract or Purchase Order
Right to vary requirement at time of award	At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, 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.
Type of Contract to be awarded	<input checked="" type="checkbox"/> Contract for Works
Expected date for contract award.	13 October 2022
Publication of Contract Award	UNDP will publish the contract awards valued at USD 100,000 and more on the websites of the CO and the corporate UNDP Web site.
Policies and procedures	This RFQ is conducted in accordance with UNDP Programme and Operations Policies and Procedures
UNGM registration	Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level on the United Nations Global Marketplace (UNGM) website at www.ungm.org . The Bidder may still submit a quotation 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.

ANNEX 1: SCHEDULE OF REQUIREMENTS

Terms of Reference (TOR)

Project Title: 22.

Background

The Development for Renewable Energy Applications Mainstreaming and Market Sustainability (DREAMS) Project is a five-year project being implemented by the Department of Energy (DOE) through its Renewable Energy Management Bureau (REMB) in partnership with the Global Environment Facility (GEF) and the United Nations Development Programme (UNDP).

The DREAMS project has a Support Fund for RE (SF4RE) to leverage investments for RE projects that will lead towards an increase in RE-based installed capacity. SF4RE provides support in the form of goods and technical assistance to LGUs and smaller RE proponents for them to be able to implement local RE projects in off-grid areas or far-flung communities with economic potential.

The support for the “Solar PV Powered Potable Water System in Tapaz Capiz under SF4RE was approved by the DREAMS Project Steering Committee on 16th March 2022.

Stakeholders of the Project

The DREAMS project is being implemented by the Renewable Energy Management Bureau (REMB) of the Department of Energy. A Project Management Unit (PMU), headed by the REMB Director as DREAMS National Project Director, is based at the REMB. The PMU supervises and coordinates with local partners and technical experts in the implementation of the project activities.

The Municipal Local Government Unit (MLGU) of Tapaz is the local partner and the selected barangays are the final beneficiaries. The Barangay Local Government Unit (BLGU) as final recipient will operate and maintain the facility via a local association that will be organized for the purpose.

The Visayas Field Office (VFO) of DOE will assist in monitoring and the verifying the accomplishments reports being submitted by the Contractor and the MLGU.

Objectives

The selected barangays namely Tabon, Daan Sur and Lahug are classified as geographically isolated and disadvantaged areas and IP communities with indigenous population belonging to the “Bukidnon-Panayanon” group. Ground water sources are far from the main source and require spring boxes for storage prior to pumping or transfer to a main tank while underground water sources require pumps to bring up the water to a concrete tank. Once stored, safe potability is the next concern.

Communities experienced that the use of unsuitable pipes (too much pressure from a head of almost 100 meters) lead to bursting and the poorly designed steel frames of water tanks are damaged by strong winds.

At the beneficiary level, the key objective is to provide concrete box-tape safe potable water that uses Solar PV powered pumps and equipped with a UV-Light Water Purifier System for health and sanitation purposes of 126 households.

At the MLGU level, the objective is to capacitate the LGU to implement RE projects that will lead to the integration of RE applications in their local development and fiscal plans.

For this project, the MLGU will handle the materials and labor for distribution pipelines (from the tank to the community tap stands), casing, tap stands, and communal faucets. The MLGU and the Barangay will also be trained on the maintenance or repair of the systems.

The Project is located within the Panay River Basin which is one of the 19 major river basins in the country. The municipality of Tapaz is located within the Panay Watershed Forest Reserve declared as an initial component under the National Integrated Protected Areas System (NIPAS). As a proclaimed watershed reserve, it is one of those watersheds in the Philippines specifically designated for various purposes such as water supply, irrigation, hydroelectric power generation and multiple uses.

Scope of Work and Methodology of the Required Services

The work involves the supply and delivery of goods and the construction of 4 units of Solar PV powered potable water systems and a repair of 1 existing water tank. The size of the tanks and goods and materials required by the 4 tanks are in Annex A (Bill of Materials for Solar PV System, Tanks and Pipes, Tapaz, Capiz).

The location of the barangays and the water tanks are shown below and presented graphically in Annex B (Location of Barangays and Tanks with technical data for piping elevations.)

The Firm shall submit a detailed work program in consultation with the LGU and the PMU. At the minimum, the plan should contain an estimated timeline of activities, the exact scope of work ranging from delivery schedules, final site inspection and selection, social/community preparation, engineering works, health and safety plan, permitting activities, and commissioning and turn-over of facilities. Waste management plan (during construction and post construction) will have to be developed in coordination with the LGU. The Firm shall also comply with required construction permits and must provide salary/wages within local standards.

The methodology for the required services is as follows:

1. Site Location and Type of Tanks (Refer to Annex B)

- i. There will be 2 dug spring boxes, one each in Brgys. Daan Sur and Lahug
- ii. There will be a Bore Hole with Well Reservoir in Brgy. Tabon
- iii. There will be 2 water tanks (@ 8 cu.m. capacity), one each for Barangays Tabon and Lahug.
- iv. There will be 1 intermediate tank (@5 cu.m. capacity) and the repair of an existing tank in Daan Sur to spread the distribution of the water pressure.

2. Construction and Installation

- i. Organize at least 2 Work Teams that will handle the construction including the repair of the 4 water tanks and installation of the Solar PV systems.
- ii. Assign 1 Solar PV technician with at least 3 years of experience in Solar PV installation that will supervise the installation of the systems.
- iii. Assign 2 Local Foreman with at least 2 years' experience in construction of water tanks and/or potable water systems.

3. Delivery and testing of and warranty on the equipment, components, parts, and materials.

- i. The equipment and materials will be delivered first at the MLGU for testing and inspection and then to the delivery site in the Barangay. The testing will be done by the Contractor and the designated staff of the MLGU and the Barangay. This is to allow immediate checking and replacement prior to the delivery at the designated Barangay.

- ii. At the minimum, to be tested prior to departure from the warehouse of the Contractor, before acceptance, are the solar panels, inverters, and the solar water pumps. All these major components should be functional based on specifications, e.g. rated voltage, discharge rate of water, efficiency factor as indicated in the brochure. The components must run for at least 5 minutes. The Contractor is responsible for the materials and tools to be used for the test. Upon arrival on the site, these components will again be inspected for possible shipping damages.
- iii. For the other materials, such as iron bars/rsb, cement and sand, the municipal engineer or a designated person shall inspect these materials upon arrival on site or if sourced locally prior to departure from the source, e.g. local hardware. All delivery receipts shall be accepted and signed by the LGU.
- iv. The MLGU shall have 10 calendar days to further test the major components indicated above upon arrival at the designated barangay. If no report requesting for replacement is received from the local barangay, these components shall be considered as fully accepted.
- v. The Contractor is further responsible to:
 - a. get the necessary insurance and travel documents in the light of the health protocols, both for the goods to be shipped and the personnel that will travel.
 - b. pack all the items in well secured, wrapped, labelled properly and documents in place, especially for the solar panels, solar water pumps, DC breaker, and inverters.
 - c. parts that need to be replaced, must be replaced within 10 days after the test either at the MLGU or barangay.
 - d. identify the final warehouse/storeroom/area where the equipment and materials will be stored during the duration of the project or within the 90 days period of the work program. (How long)
 - e. for the security and safekeep of the equipment and materials.
- vi. The MLGU is responsible to
 - a. during the inception planning recommend the warehouse/storeroom/area where the equipment and materials may be stored either at the municipality or the barangay, but final selection will be the Contractor.
 - b. again, security from theft, calamities, or other possible risks will be the responsibility of the Contractor
 - c. Inspection, acceptance and signing on receipt of materials.

1. Training:

- i. Topics and Duration: The Contractor shall provide a competent Trainor to conduct the basic training for a cumulative total of 3 days of training on the management of potable water system and the basic operation, maintenance, and operation of solar pv systems. Consider cultural soundness of the trainings to be conducted for participants from IP communities.

The training will be done in 3 batches. The 1st training will be done upon delivery of the equipment and materials. Part of the training or topic during the 1st training will be the site safety regulations, waste management plan and grievance measure should a situation arise. The 2nd training will be during the construction period or best during the installation of the panels and the 3rd training when the system is fully operational.

- ii. Selection of participants: The selection of the participants will be done by the MLGU and BLGU officials.. A certificate of training will be provided to the participants by the MLGU and the Contractor upon completion of the training. A copy of the attendance sheet shall be part of the completion report prior to final payment.

- iii. **Required Participants:** In all barangays, at least 5 residents that will or may serve as operators or local technicians. At least one of the participants in every barangay shall be a woman like a kagawad, local teacher, barangay health worker, social worker, that will be involved in managing or monitoring the system.
- iv. **Training Materials:** Five copies per barangay of a simple written or illustrated maintenance and troubleshooting document will be given to the BLGU aside from the brochures of the panels, inverters, pump, and other equipment. A similar set will be given to the MLGU.

5. **Warranty:** Only Product Warranty for specific items are required. Please refer to the BOM.

6. Health, Safety, and Regulatory Compliance

Considering the COVID-19 pandemic and declaration of State of Public Health Emergency in the Philippines, all work of the Firm shall be done within the guidelines and protocols set by the Philippine Government and local Government Units that will or may be involved.

The Firm must comply with the Renewable Energy, Safety, Health and Environment Rules and Regulations of 2012 (DOE DC No. 2012-11-0009), the Philippine Clean Air Act (RA 8749), the Labor Code of the Philippines.

Prior installation, the Firm must develop a Health and Safety Plan, and strictly implement said plan throughout the project. The Plan must include regular reporting of near misses and safety incidents, and the conduct of a pre-installation toolbox meeting and safety orientation.

The Firm's work must be compliant with prevailing Philippines' building codes and regulations, environmental and labor standards and requirements of the LGU.

Expected Outputs and Deliverables

Installation and successful commissioning of 4 Solar PV powered potable water systems powered based on the technical specifications in Annex A and training of at least 5 people per barangay for the management of the installed system.

Deliverables/ Outputs	Estimated man-days to Complete	Target Due Dates
Submission of Performance Security (bond or guarantee) in UNDP template (10% of contract amount) which will be required before UNDP issues Notice to Proceed	5	20 working days upon signing of

Agreement on Work Program (shipment, site delivery, construction, training schedules including name of assigned engineers and staff of the Contractor and the MLGU and BLGU representatives)	5	contract
Completion of all spring boxes (2), bore hole with well reservoir (1), water tanks (3) and repair of existing water tank (1), installation of piping, solar pumps, solar PV panels and training (E.1)	90	within 110 calendar days from signing of the Work Program.
Submission of Delivery Documents and Final Completion Report containing as built plans, attendance sheet of trainees, line diagrams, and hi-resolution pictures (at least 24 pictures) that were taken during and after construction. The type of shots will be discussed during the planning period	5	within 10 calendar days from receipt of final acceptance report from the beneficiary
	100	

Institutional Arrangement/ Governance and Accountability

The work of the Contractor will be supervised by the DREAMS Project Manager in collaboration with the MLGU. The MLGU shall be responsible in coordinating with the Barangay representatives

A Project Working Group (PWG) will be formed upon the awarding of the Contract. The PWG will be headed by the DREAMS Project Manager. The Contractor shall assign a Senior Representative Member (non-contractual; permanent staff with Executive/Officer of the Firm) to be part of the PWG. An alternate may be included but the Senior Member shall be present during at least during the 1st and last or closing meeting. The MLGU will be a member of the PMG.

Duration of the Work

The Contract period, reckoned on the date of contract signing, must be completed in of 150 calendar days.

Facilities to be provided by the Project

The UNDP the MLGU and the BLGU will not provide any facilities, e.g. equipment, storeroom, vehicles, security for the performance under this contract. The MLGU will assign its own technical people to be present during the testing of materials. All the equipment and materials to be used for testing shall be the responsibility of the Contractor such as voltmeter and multimeters for the panels.

Professional Qualifications of the Successful Firm Contractor and its key personnel

4. Track Record: Minimum of 2 years of continuous experience in supply and delivery and/or project integration or Engineering, Procurement and Construction (EPC) services of similar nature.
5. Track Record (value): Minimum average annual revenue of PHP 4 million (worth gross sales or contract price) of similar completed contracts on supply, engineering, procurement, and construction in the last 2 years
6. Will assign technical staff
 - i. 1 Solar PV technician with at least 3 years of experience in solar PV installation that will supervise the installation of the systems.
 - ii. 2 Local Foremen with at least 2 years' experience in construction of water tanks and potable water systems.

The Technical Staff may be permanent staff or contracted staff of the Contractor. The Contractor is encouraged to use local unskilled labor. A report on the number of local laborers hired shall form part of the final report.

Scope of Price Proposal and Schedule of Payments

This will be a lump-sum contract, the quoted amount must be "all inclusive" of expenses,

e.g. supplies, reproduction, meals, lodging, and other local travel fares that will be involved in performance of the TOR. The contract price is fixed regardless of changes in cost components. Payments will be based on the completion and/or submission of the documents mentioned below:

Deliverables will be subject to acceptance and certification by UNDP Project Manager based on the technical recommendations of the UNDP Renewable Energy Technical Expert, local Partner LGU and the Department of Energy-REMB.

Deliverables	Payment (%)
Submission of Performance Security (bond or guarantee) in UNDP template (10% of contract amount) which will be required before UNDP issues Notice to Proceed	10
Complete community consultations, identification of storage areas, and "site clearing/brushing" on the areas where the tanks will be built and materials will be placed.	
Approval of Work plan duly signed by the Municipal engineer	
Final construction/civil work design for each of the 3 water tanks and repair of the 4th tank indicating materials to be used and number of laborers to be hired per site.	

100% delivery of all materials on final site, testing and initial acceptance of equipment, components, parts, and materials as indicated in Annex B	50
Completion of water tanks for Lahug and Tabon and spring boxes for Daan Sur and Lahug	
Completion of all tanks, installation of transmission pipelines, completion of bore holes, including installation of solar pv systems and water purifier systems	40
Completion Report containing as training attendance sheet, built plans, line diagrams, and hi- resolution pictures (at least 24 pictures) that were taken during and after construction.	
Training Report containing names of trainees and training materials.	
UNDP's issuance of Certificate of Substantial Completion as may be verified by the DOE or its assigned unit and Certificate of Acceptance from the LGU and clearance from the LGU on the absence of any liability of the Contractor to the MLGU and the community	
Total	100%

Note: Certificate of Final Completion will be issued by UNDP after the 12-month Defects Liability Period which commences after UNDP issues Certification of Substantial Completion. Note that Performance Security must cover the period of up to 28 days after UNDP's issuance of Certificate of Final Completion.

Please carefully review the UNDP Financial Guidelines as described in the Bid documents.

Key Performance Indicators and Service Level

The PWG will be guided by these performance indicators

Key Services Required	Frequency	Minimum Standard/Requirement
Meeting on the preparation of and Updating on Work Program	At least thrice 1. upon signing of contract to agree on the work program, 2. upon delivery to report on the result of testing and delivery on final destination barangay, and 3. final closing meeting upon acceptance of the MLGU of the completed work	Work Plan approved by PMU and local partners

Status report on delivery	Based on Work program or upon billing	All billing to UNDP shall require confirmation and endorsement of the MLGU and validated by PMU by itself or its designated representative as may be needed.
Completion Report	End of the Project	Clearance from the Recipient of their Complete Acceptance of the delivery and absence of any liability of the Contractor to any of the members of the PMG.
		Field Inspection Report from UNDP Engineer and REMB as the basis for final payment.

Criteria for Selection of the Best Offer

Bidders will be rated on a “Pass” or “Fail” Basis.

This means that the goods/equipment to be delivered must be 100% compliant with the technical specifications in the Bill of Materials. The Bidder shall also sign a declaration that it shall comply with the methodology in the delivery of the services as specified in the TOR.

Documents required to be submitted:

1. List of Clients for the related contracts completed in the last three (3) years.
2. Audited Financial Statements in the last two (2) years
3. Brochures containing the technical specifications solar panels, inverters, pumps, and UV-Light Water Purifier Systems. These brochures are to be submitted as minimum requirement. The UNDP has the option to request submission of additional information. Non-submission of brochures or technical specifications or other information may be a ground to consider a failure of proposal. Note that the review shall be evaluated based on the compliance to the technical specifications and not on the brand of the materials to be supplied.
4. CV of the Solar Technician and Skilled/Master Foreman to be assigned under this Contract

See Annex to TOR: Bill of Materials for Solar PV System, Tanks and Pipes, Tapaz, Capiz. Refer to BOM Annexes 1,2,3 for detailed breakdown of BOM per location

Annex A: Bill of Materials for Solar PV System, Tanks and Pipes, Tapaz, Capiz. Please see attached Bill of Quantities (BoQ) in Excel format for the details per site.

Items	Unit	QTY	Specifications	Product warranty (in years)	Remarks	Type of test
1. Construction of Spring Boxes for Daan Sur & La-hug	2	Lots	Dug Re-enforced Concrete Boxes at least 8 cu.m. capacity each. Sloped Cover, Screened Overflow Pipe, Concrete Apron, Outlet Pipe to DC Surface Pump, please see structural design –Figure A-1 and Figure A-2	2		None
2. Bore Hole & Construction of Well Reservoir for Tabon	1	Lot	Drill 100-ft deep x 6-inch diameter Concrete culverts, 6 pcs; PVC pipes @ 3" diameter (10 lengths)	2		None
3. Installation of Transmission Pipelines, Fittings, Support	3	Lots	GI Pipes, Schd40, ERW Welded, 1.25" diameter and accessories <ul style="list-style-type: none"> • Daan Sur, 170 Lengths • Lahug, 62 Lengths • Tabon, 25 Lengths 	2		None
4. Construction of Water Tanks: Reenforced Concrete / Ferrocement; Waterproof Coating / Painting, Fiberglass cover	2	Lots	8 cu.m. capacity	2	One each in Tabon and Lahug	at full storage, absence of leaks after completion
	1	Lot	5 cu. m. capacity	2	Intermediate tank in Daan Sur	
	1	Lot	Repair existing tank; Waterproof Coating/Painting	2	located in Daan Sur	
5. Construction of Solar PV	4	Lots	Concrete Foundation Column 200 X 200 X 600 mm Footing 800 X 800 X 200 mm	2		none
6. Ground Mounting Frames for Water Pumps & Controllers	4	Lots	Posts: GI Pipes 3" diameter, Sched 40; Braces: Galvanized Tubular 75 X 50 X 1.5 mm Coating / Paint cold galvanized	2		none
	4	Lots	Cyclone wires galvanized for 20 m2 area; Gauge 10; concrete support posts	2		None
7. Installation of Solar PV Modules for Water Pumps	12	Pcs	Solar PV Panels, mono crystalline @ 405wP (3 panels/set) (4 sets)	2	brochure needed	rating test upon arrival
	1	Lot	Railings & accessories. Aluminum	2		None

	1	Lot	Clamps (conduit/mid/end), L-foot, MC4 connector, 40A MCCB, Surge Suppressors, Box Metal, Mini Circuit Breaker, Silicon Sealant Black	1	picture with technical specs of mc4 connector, surge suppressor, circuit breaker required	none
	1	Lot	Wirings: 6mm2 & 8mm2	1		None
8. Installation of DC Surface Water Pumps & Controllers	4	Sets	Brushless Motor, MPPT controller, over current protection, over pressure protection, over voltage protection, Low voltage protection, Low water level sensor, Full tank water level sensor, Power 750w	1	brochure needed for pump, controllers	rating test upon arrival:
9. Production and Installation of UV-Light Water Purifier Systems	4	Sets	UV-Light Water Purifiers. At least 15GPM (gallons per minute), locally fabricated with fiberglass casings.	1	brochure needed with technical specs	certification from supplier or water district or health center or any laboratory that system is functioning
	4	Lots	Pipes, fittings, flow sensors, accessories	1		None
	4	Pcs	Solar Panels (monocryst) @ 405wP	1	brochure needed	rating/efficiency test
	4	Pcs	Micro-inverters. 400w, IP65, MPPT, Wi-Fi Mode, Efficiency 97% @ 240VAC and 96.5% @ 208 VAC	1	brochure needed	
	4	Lots	Mounting frames, railings, clamps, surge suppressors, mini-circuit breakers, etc.	1		none
9. Transportation / Hauling			Hauling of materials, supplies & equipment			not applicable
10. Insurance			Travel Insurance for major components			not applicable

11. Construction			labor for the tank construction			not applicable
12. Community Training					see E.4	not applicable
13. Management Supervision					see I.3	not applicable
<p>The rating test shall be conducted upon arrival at the MLGU site. The pumps will be tested if it is pumping and discharging the required water volume per minute for a maximum of 5 minutes only. The electrical tests for the panel and inverters shall be based on the rated capacities listed in the brochures/technical specifications. All tests shall be conducted in the presence of the contractor and a competent staff from the MLGU such as municipal engineer, electrician, electrical engineer. Those labelled as “no test” shall be visually inspected for any possible major damages, dents, and to ensure compliance with the technical specifications, e.g. wiring sizes.</p>						

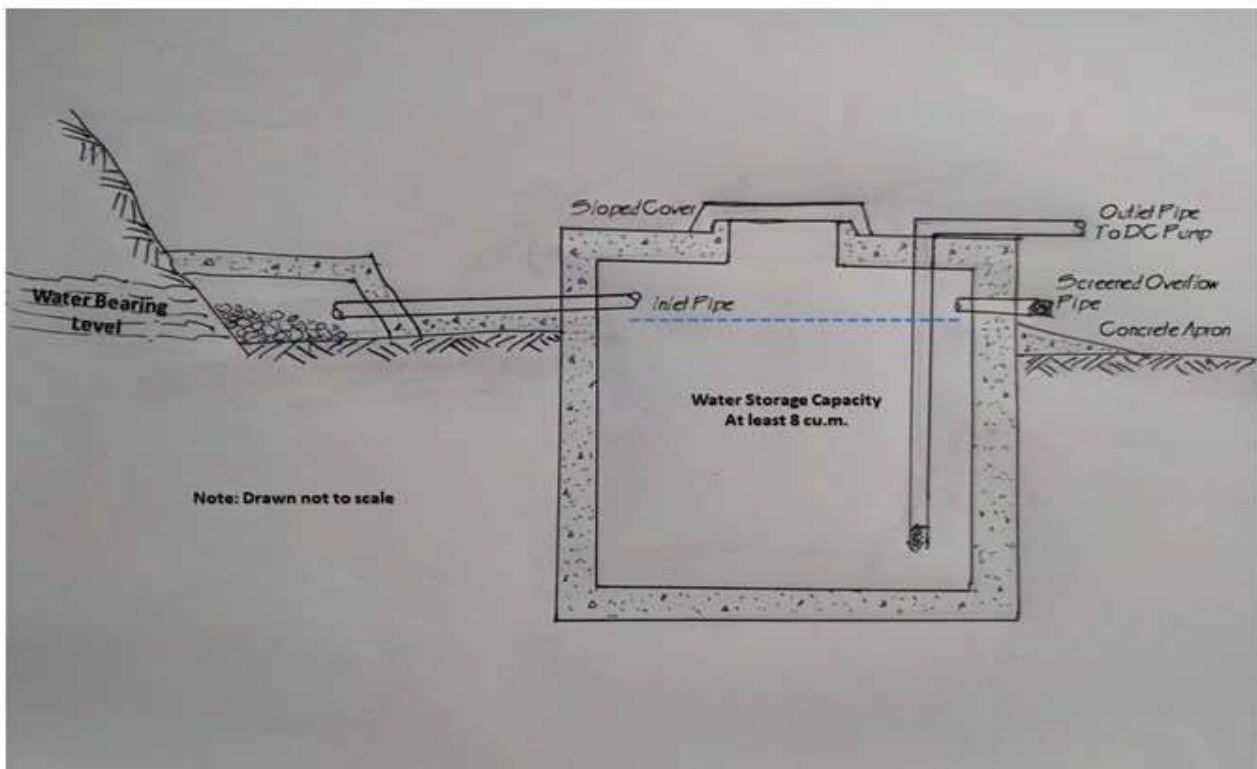
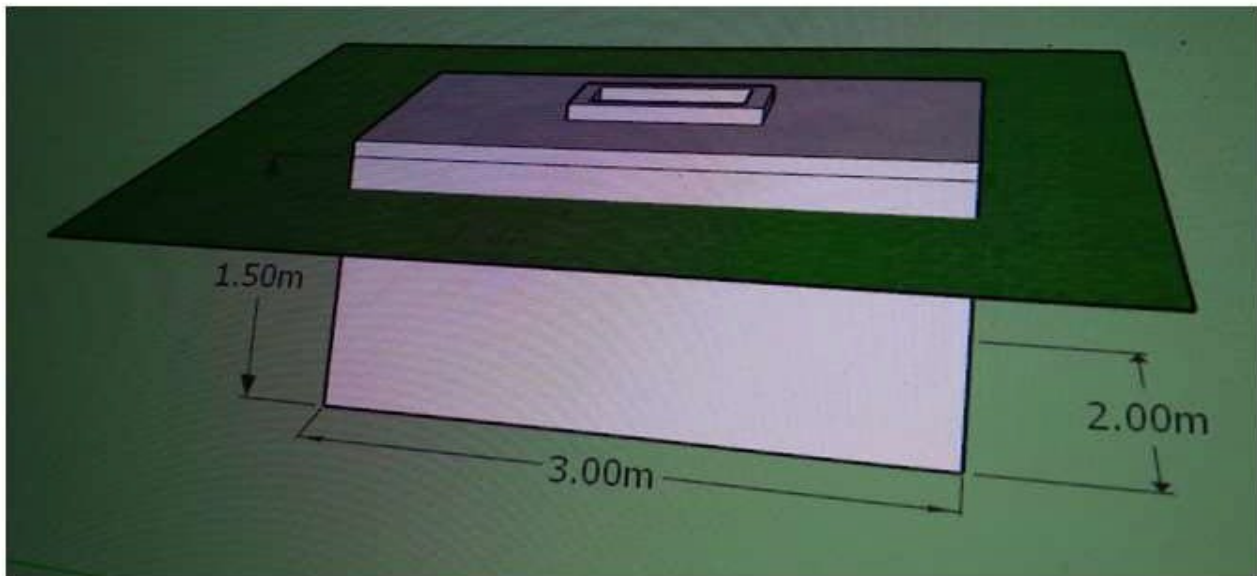
Figure A-1

Dug Spring Box

Dimension (in meters): 3.0 X 2.0 X 1.5

Specs:

- * Vertical rebars are 12mm diameter spaced at 150mm
- * Horizontal rebars are 10mm diameter spaced at 150mm
- * Concrete mixture is Class A, 1:2:4



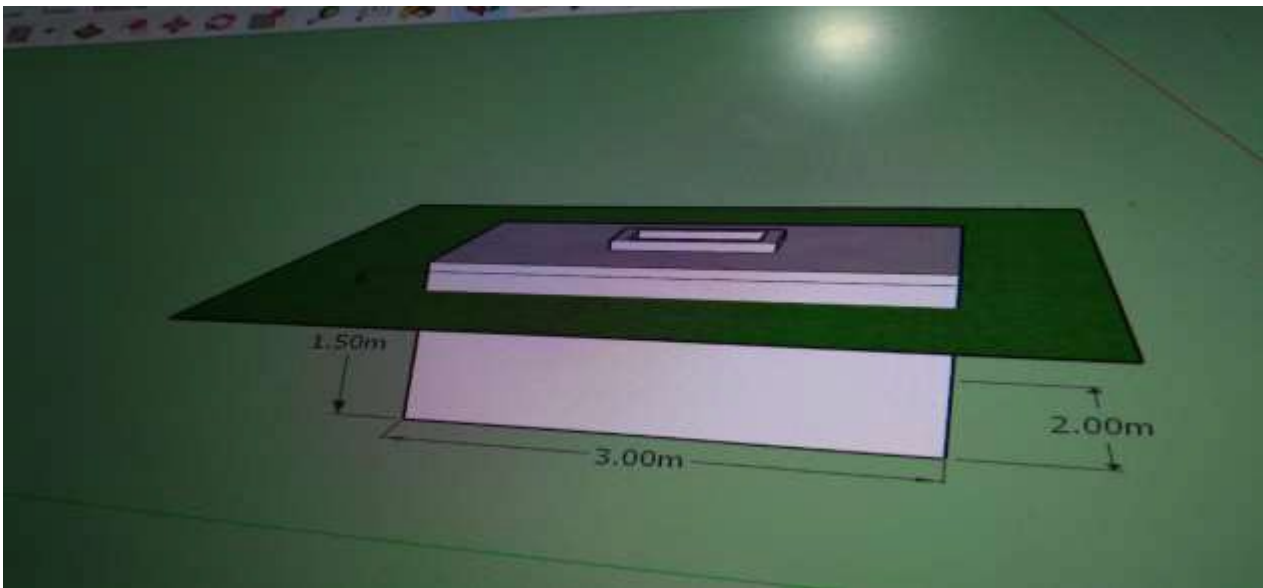
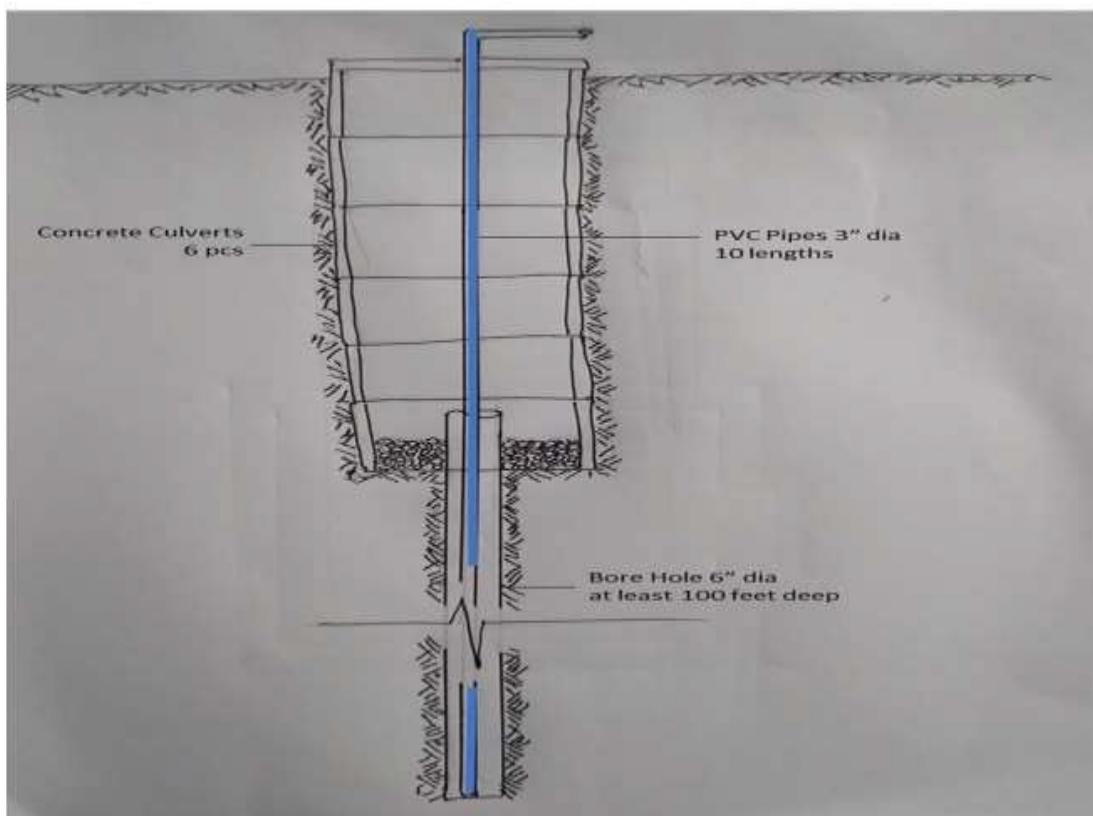
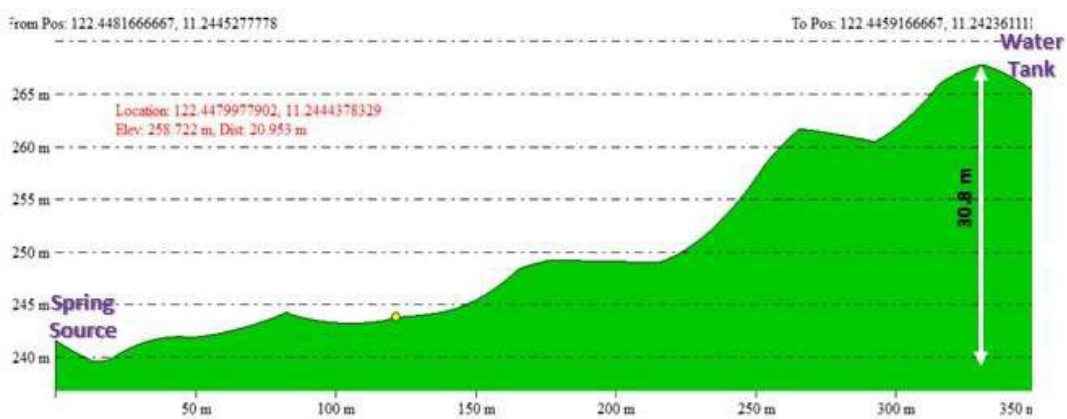
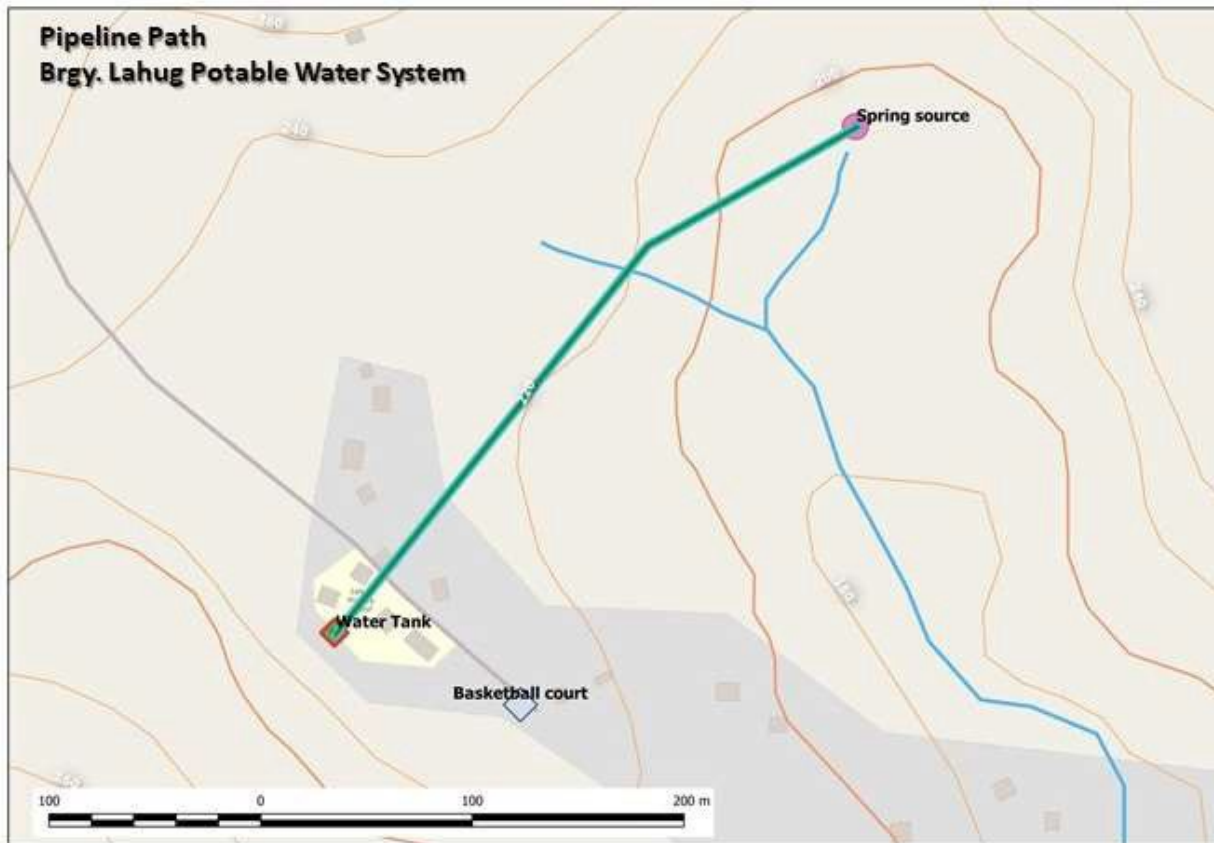


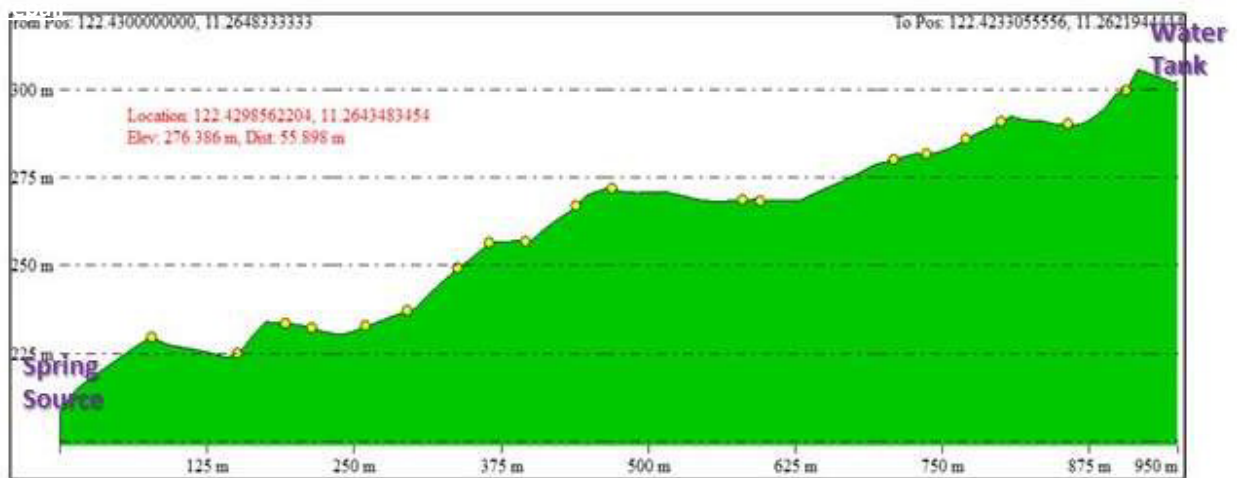
Figure A-2



ANNEX B. Location of Barangays and Tanks with technical data for piping elevations

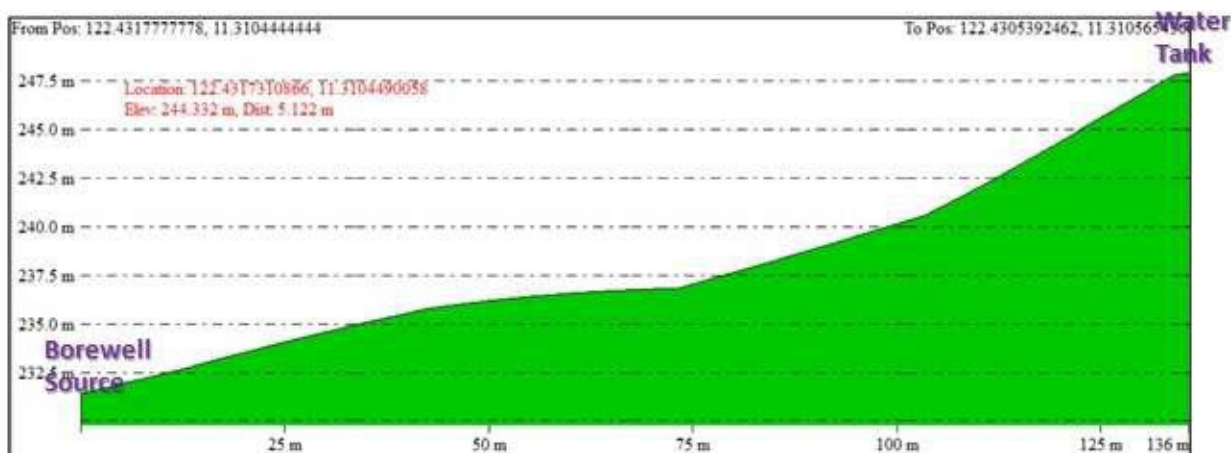


Straight-Line Distance = 343.23 m
 3-D Distance on Surface = 353.97 m
 Vertical Difference (Start to Finish) = 23.4 m
 Total climbing: 30.8 m (over 227.16 m on surface)
 Azimuth: 225° 42' 40.7"
 Slope/Tilt: 3.9°
 Max. path slope: 22.1 ° (along path 253.44 m)



Straight-Line Distance = 787.09 m
 3-D Distance on Surface = 966.16 m
 Vertical Difference (Start to Finish) = 94.2 m
 Total climbing: 115.2 m (over 664.4 m on surface)
 Slope/Tilt: 6.82°
 Max. path slope: 32.27° (along path 906.82 m)





Straight-Line Distance = 135.87 m
 3-D Distance on Surface = 137.2 m
 Vertical Difference (Start to Finish) = 16.5 m
 Total climbing: 16.5 m
 Slope/Tilt: 6.93°
 Max. path slope: 14.22° (along path 124.58 m)

Delivery Requirements

Delivery Requirements	
Delivery date and time	Please see Terms of Reference (TOR)
Delivery Terms (INCOTERMS 2020)	DPU-Delivered at Place Unloaded - This Incoterm requires that the contractor delivers the goods, unloaded, at the named place. The Contractor covers all the costs of transport (insurance, export fees, carriage, unloading from main carrier at destination port and destination port charges) and assumes all risk until arrival at the destination place. Airfreight with inland trucking (Contractor to provide their own unloading equipment and personnel)
Customs clearance (must be linked to INCOTERM)	<p>UNDP (where applicable). If the items are imported, the supplier/bidder should facilitate all importation processes required. UNDP will only provide approval from the Department of Foreign Affairs (DFA) for duty free entry of goods and endorse the same to the Department of Finance (DOF). The Trace number will then be shared with the supplier's broker for follow-up with Department of Finance's approval. Once DOF approves, supplier's broker shall pull out the imported items. UNDP will provide the supplier's broker with a Certificate of Guarantee and Authorization letter addressed to Bureau of Customs (BOC) prior to broker's pull out of goods and delivery and unloading at the final</p> <p>Vendor will forward to UNDP one set of digital copies in advance (7 days prior to shipment):</p> <ul style="list-style-type: none"> a) Commercial invoice b) Packing list c) Airway Bill (signed draft AWB 3-5 days prior to shipment, and confirmed AWB to be submitted on the day of shipment) or Waybill (if sea)

	Bidder is also responsible for engaging the services of a broker to facilitate National Telecommunications Commission (NTC) and Optical Media Board (OMB) Clearances.
Exact Address(es) of Delivery Location(s)	See TOR
Distribution of shipping documents (if using freight forwarder)	Please see above Customs Clearance
Packing Requirements	Please see TOR
Training on Operations and Maintenance	Please see TOR
Warranty Period	Please see TOR
After-sales service and local service support requirements	Please see TOR
Preferred Mode of Transport	Land/Sea

ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Company Profile

Item Description	Detail
Legal name of bidder or Lead entity for JVs	Click or tap here to enter text.
Legal Address, City, Country	Click or tap here to enter text.
Website	Click or tap here to enter text.
Year of Registration	Click or tap here to enter text.
Legal structure	Choose an item.
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert UNGM Vendor Number
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	<input type="checkbox"/> Yes <input type="checkbox"/> No
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):	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade	<input type="checkbox"/> Yes <input type="checkbox"/> No

institutions promoting such issues <i>(If yes, provide a Copy)</i>				
Is your company a member of the UN Global Compact	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Bank Information	Bank Name: Click or tap here to enter text. Bank Address: Click or tap here to enter text. IBAN: Click or tap here to enter text. SWIFT/BIC: Click or tap here to enter text. Account Currency: Click or tap here to enter text. Bank Account Number: Click or tap here to enter text.			
Previous relevant experience: 3 contracts				
Name of previous contracts	Client & Reference Contact Details including e-mail	Contract Value	Period of activity	Types of activities undertaken

Bidder's Declaration

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Requirements and Terms and Conditions: I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ ;has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm to undertake not to engage in proscribed practices, , 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 have read the United Nations Supplier Code of Conduct : https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation's Point of Contact.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Prohibitions, Sanctions: I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract 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 and 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.
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I/We 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.
<input type="checkbox"/>	<input type="checkbox"/>	Offer Validity Period: I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf.

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

ANNEX 3: TECHNICAL AND FINANCIAL OFFER – WORKS

Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Technical Offer

Provide the following:

- a brief description of your qualification and capacity that is relevant to the Scope of Works;
- a brief method statement and implementation plan;
- team composition and CVs of key personnel

Financial Offer: _____ (insert currency and price but please fill in the cost breakdown in attached Excel file of Bill of Materials)

Compliance with Requirements

	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter - offer
All requirements and technical specifications in ANNEX 1: SCHEDULE OF REQUIREMENTS including Terms of Reference, and Bill of Materials for 3 sites (Please see table of requirements below.)	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Acceptance of General Conditions of Contract for Works/Special Conditions	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

Item No	Minimum technical requirements	Unit	Quantity	Compliance Y/N
1	Construction of Spring Boxes for Daan Sur & Lahug	lots	2	
2	Bore Hole & Construction of Well Reservoir for Tabon	lot	1	
3	Installation of Transmission Pipelines, Fittings, Support	lots	3	

4	<p>Construction of Water Tanks: Reenforced Concrete / Ferrocement; Waterproof Coating/ Painting, Fiberglass cover</p> <ul style="list-style-type: none"> 8 cu,n capacity 5 cu.m capacity Repair of existing tank 	lots Lot lot	2 1 1	
5	<p>Construction of Solar PV Ground Mounting Frames for Water Pumps & Controllers</p> <ul style="list-style-type: none"> Concrete foundation Posts & Braces Cyclone wires 	Lots Lots lots	4 4 4	
6	<p>Installation of Solar PV Modules for Water Pumps</p> <ul style="list-style-type: none"> Solar PV panels Railings & accessories Clamps, etc. wirings 	Pcs Lot Lot lot	12 1 1 1	
7	<p>Installation of DC Surface Water Pumps & Controllers</p>	Sets	4	
8	<p>Production and Installation of UV-Light Water Purifier Systems</p> <ul style="list-style-type: none"> UV Light purifiers Pipes Solar panels Micro-inverters Mounting frames 	Sets Lots Pcs Pcs lots	4 4 4 4 4	
9	<p>Production and Installation of UV-Light Water Purifier Systems</p> <ul style="list-style-type: none"> UV-Light Water Purifiers. At least 15GPM (gallons per minute), locally fabricated with fiberglass casings Pipes, fittings, flow sensors, accessories Solar Panels (monocryst) @ 405wP Micro-inverters. 400w, IP65, MPPT, Wi-Fi Mode, Efficiency 97% @ 240VAC and 96.5% @ 208 VAC Mounting frames, railings, clamps, surge suppressors, mini-circuit breakers, etc. 	Sets Lots Pcs Pcs lots	4 4 4 4 4	
10	Transportation / Hauling			
11	Insurance			
12	Construction			

13	Community Training			
14	Management Supervision			

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.

<p><i>Exact name and address of company</i></p> <p>Company NameClick or tap here to enter text.</p> <p>Address: Click or tap here to enter text. Click or tap here to enter text.</p> <p>Phone No.:Click or tap here to enter text.</p> <p>Email Address:Click or tap here to enter text.</p>	<p>Authorized Signature:</p> <p>Date:Click or tap here to enter text.</p> <p>Name:Click or tap here to enter text.</p> <p>Functional Title of Authorised Signatory:Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>
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Annex 4: Forms of Performance Security

Note the two acceptable forms of Performance Security. Performance bank guarantee is 10% of contract amount. If unable to provide bank guarantee, bidder may submit a Performance bond which would be 30% of contract amount.

PERFORMANCE BANK GUARANTEE

To:.....

[INSERT FULL NAME AND ADDRESS OF RR or BUREAU/DIVISION
DIRECTOR AT UNDP]

WHEREAS.....[INSERT NAME AND ADDRESS OF
THE CONTRACTOR] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract
No....., dated....., to execute.....[INSERT TITLE OF
CONTRACT AND BRIEF DESCRIPTION OF WORKS], (hereinafter called "the Contract");

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

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

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

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until twenty eight calendar days after issuance of the Certificate of Final Completion.

SIGNATURE AND SEAL OF THE GUARANTOR

.....

NAME OF BANK

ADDRESS

DATE

PERFORMANCE BOND

By this Bond[INSERT NAME AND ADDRESS OF THE CONTRACTOR] as Principal (hereinafter called "the Contractor") and[INSERT NAME, LEGAL TITLE AND ADDRESS OF SURETY, BONDING COMPANY OR INSURANCE COMPANY] as Surety (hereinafter called "the Surety") are held and firmly bound unto[INSERT NAME AND ADDRESS OF EMPLOYER] as Obligee (hereinafter called "the Employer") in the amount of.[INSERT AMOUNT OF BOND IN FIGURES AND IN WORDS], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a contract with the Employer dated for [INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF THE WORKS] in accordance with the documents, plans, specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be , and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term " Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this.....day of.....2000

SIGNED ON: SIGNED ON:

ON BEHALF OF: ON BEHALF OF:

NAME & TITLE: NAME & TITLE: