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Resilient nations.*

# **REQUEST FOR PROPOSALS**

**RFP-379/17**

**Professional Engineering Supervision and Monitoring Services for  
Rehabilitation and Reconstruction of Al Qayarah General Hospital**

**United Nations Development Programme  
December, 2017**

# Section 1. Notice of Invitation

Date: December 12, 2017

RFP- 379/17

## Professional Engineering Supervision and Monitoring Services for Rehabilitation and Reconstruction of Al Qayarah General Hospital, Iraq

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Notice of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security *[Not Applicable]*
- Section 9 – Form for Performance Security
- Section 10 – Form for Advanced Payment Guarrantee *[Not Applicable]*
- Section 11 – Contract for Professional Services, including General Terms and Conditions
- Appendix A – Instructions manual for use of the Etendering system by suppliers.

Your offer, comprising of a Technical and Financial Proposal, should be submitted in accordance with Section 2, through eTendering online system and by the deadline indicated in <https://etendering.partneragencies.org>.

Bidders who are not registered in the E-Tendering portal are kindly requested to use the following information:

User Name: event.guest

Password: why2change

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation" button no later than **December 20, 2017**. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

A pre-proposal conference will be held on:

Should you require further clarifications, kindly communicate with the contact person identified in the attached

Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely



Mohammadsiddig Mudawi  
Head of Service Center

*[Small handwritten mark]*

## Section 2: Instruction to Proposers<sup>1</sup>

### Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
  - b) *“Country”* refers to the country indicated in the Data Sheet.
  - c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
  - d) *“Day”* refers to calendar day.
  - e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
  - f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
  - g) *“NOI”* (Section 1 of the RFP) refers to the Notice of Invitation sent by UNDP to Proposers.
  - h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
  - i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
  - j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
  - k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
  - l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
  - m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to
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prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

## A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, 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:
  - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged 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;

- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
  - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
  - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers 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 as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8); A scanned copy of this document must be attached with your proposal in the system and the original must be sent by mail. Original must arrive no later than [insert date and time]
- 9.6 Any attachments and/or appendices to the Proposal.

## 10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing by uploading the document with the responses in the system (including an explanation of the query but without identifying the source of inquiry). After which, all Proposers who have accepted in the Invitation will be automatically alerted that such a clarification has been posted online.
- 10.2 UNDP shall endeavor to provide such 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 Proposals, unless UNDP deems that such an extension is justified and necessary.

## 11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP that will be uploaded in the system and made available to all Invited Proposers. All prospective Proposers (Proposers who have “accepted the Bid Invitation” in the system) will be notified that changes have occurred. through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## C. PREPARATION OF PROPOSALS

### 12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### 13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the

contractor and UNDP.

#### **14. Proposal Submission Form**

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

#### **15. Technical Proposal Format and Content**

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications

in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Bid Event**. However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Bid Event**, then

UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

#### **18. Documents Establishing the Eligibility and Qualifications of the Proposer**

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

#### **19. Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; 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.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

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 joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

## **20. Alternative Proposals**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. 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 proposal.

## **21. Validity Period**

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## **22. Proposer's Conference**

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be uploaded on the system. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

## **D. SUBMISSION AND OPENING OF PROPOSALS**

### **23. Submission**

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal..
- 23.2 In the unlikely and exceptional event that the Proposers encounter technical problems when submitting the proposal in the system, then the Proposal can be sent via email as instruction in the Data Sheet (DsNo. XX). Proposers are however strongly advised to undertake all necessary efforts, including requesting support from UNDP, to submit the Proposal through the online system. In all cases, email submission must be authorized and accepted by UNDP prior to the submission deadline indicated . *Proposals submitted via email which **does not have prior authorization** by UNDP will not be accepted.*
- 23.3 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

### **24. Withdrawal, Substitution, and Modification of Proposals**

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by cancelling or editing their bid in the system.

## 25. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

## E. EVALUATION OF PROPOSALS

### 26. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

### 27. Evaluation of Proposals

29.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.2 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The overall evaluation score will be based either on a combination of the technical score and the

financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

<p><u>Rating the Technical Proposal (TP):</u></p> <p><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> $\frac{(TP \text{ Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (FP \text{ Rating}) \times (\text{Weight of FP, e.g., 30\%})}{}$ <p><b>Total Combined and Final Rating of the Proposal</b></p>
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29.3 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

## 28. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal 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 Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

## **29. Responsiveness of Proposal**

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

## **30. Nonconformities, Repairable Errors and Omissions**

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **31. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for details)

### **32. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

### **33. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary 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.

### **34. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

### **35. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section

9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

### **36. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **37. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:  
<http://www.undp.org/procurement/protest.shtml>

## Instructions to Proposers

### DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. <sup>2</sup>	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	<b>Funding Facility for Expanded Stabilization (FFES)</b>
2		Title of Services/Work:	<b>RFP- 379/17 Professional Engineering Supervision and Monitoring Services for Rehabilitation and Reconstruction of Al Qayarah General Hospital</b>
3		Country / Region of Work Location:	Iraq
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
		Minimum Qualifying Criteria	<input checked="" type="checkbox"/> Minimum of 2 contracts similar in nature, complexity (Monitoring/Engineering designs/Supervision) implemented during the last 5 years <input checked="" type="checkbox"/> Minimum annual turnover of US\$ 750,000 in any single year during the last five years (2012, 2013-2014-2015-2016). <b>OR</b> <input checked="" type="checkbox"/> Availability of Credit Facility from the bank valuing US\$ 400,000 for a reasonable timeframe; <input checked="" type="checkbox"/> None performance contracts: Non-performance contract did not occur for the last 3 years: <input checked="" type="checkbox"/> Litigation History: All information regarding any past and current litigation during the last three (3) years, in

<sup>2</sup> All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3<sup>rd</sup> column may be modified by the user. If the information does not apply, the 3<sup>rd</sup> column must state "N/A" but must not be deleted.

			which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	<p>Time: 11:00 am  Date: 12/20/2017  Venue: Skype Call  The UNDP focal point for the arrangement is:  Ms Nahreen Ahmed  E-mail: <a href="mailto:Nahreen.ahmed@undp.org">Nahreen.ahmed@undp.org</a></p> <p><b><u>PRE-PROPOSAL CONFERENCE</u></b>  There will be a pre-proposal meeting held through skype call on the <b>26 December 2017</b> at 1100 hours Iraq Erbil time. Interested firms/companies are requested to send the Skype ID to <a href="mailto:nahreen.ahmed@undp.org">nahreen.ahmed@undp.org</a> latest by <b>24 December 2017</b></p>
		Site visit	<p>The bidders are encouraged to conduct the site visit for complete understanding of the required services:</p> <p>The site visit will take place on <b>21st December 2017</b> Time 10:00Hours – 1200 Noon Iraq time.</p> <p><b><u>THE SITE VISIT</u></b></p> <p>The UNDP focal persons for the arrangement:</p> <p><b>Engr. Sadeem Ismael</b>  <b>Mobile: 0751 020 0907</b>  <b>Email: <a href="mailto:sadeem_68@yahoo.com">sadeem_68@yahoo.com</a></b>  <b>Location for site visit: Al Qayara, Ninawa, Iraq</b></p> <p>The purpose of the site visit is to assess the scope of works and expectations under this RFP.</p>

8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security <sup>3</sup>	<input checked="" type="checkbox"/> Not Applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<input checked="" type="checkbox"/> Not Applicable
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay : 1 Max. no. of days of delay : 30 After which UNDP may terminate the contract.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Required  10% of total contract value in the form of; a) Bank guarantee OR certified cheque issued by a reputable bank (shall be in accordance with Form included in the RFP; b) Should be submitted within 15 days upon issuance of letter of intent/contract. c) The proceeds of the Performance Security shall be payable to UNDP as a compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract. d) The Performance Security shall be denominated in the currency of the contract valid for a period of 8months to cover defect liability period.
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency	<input checked="" type="checkbox"/> United States Dollars (US\$)

<sup>3</sup> Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

		conversion	
16	B.10.1	Deadline for submitting requests for clarifications/questions	7 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions <sup>4</sup>	Focal Person in UNDP: Nahreen Ahmed E-mail address dedicated for this purpose: <a href="mailto:nahreen.ahmed@undp.org">nahreen.ahmed@undp.org</a>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email and Posted on the website: <a href="http://procurement-notice.undp.org/">http://procurement-notice.undp.org/</a> (Refer to RFP Reference)
19	D.23.3	No. of copies of Bid that must be submitted	Only one proposal to be submitted in the system, unless alternate proposals are allowed.
20	D.23.1 b) D.23.2	Bid submission address	To be submitted in eTendering system:  <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>
21	C.21.1 D.24	Deadline of Bid Submission	<input checked="" type="checkbox"/> Date and Time: <b>7 January 2018 by 0200Hours</b>
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Online bidding in e-tendering module.
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	The Financial Proposal and the Technical Proposal <b>MUST BE COMPLETELY SEPARATE</b> and each of them must be <u>submitted separately</u> and clearly indicated on the subject line as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate.
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively. The minimum technical pass mark is 70%.

<sup>4</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

26	C.15.1	<p>Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)</p> <p><i>[Check all that apply, delete those that will not be required.]</i></p>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages.</li> <li><input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</li> <li><input checked="" type="checkbox"/> Latest Audited Financial Statements (Income Statement and Balance Sheet) for the past <b>Five years (2012-2013-2014-2015-2016)</b>.</li> <li><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the top two clients from the last five years.</li> <li><input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if organization is submitting a proposal on behalf of an entity located outside the country.</li> <li><input checked="" type="checkbox"/> List of three references with contact details and email addresses</li> <li><input checked="" type="checkbox"/> Signed Bid Submission Form;</li> <li><input checked="" type="checkbox"/> Technical proposal</li> <li><input checked="" type="checkbox"/> Financial Proposal (separate sealed or Password Protected).</li> </ul>
27		Other documents that may be Submitted to Establish Eligibility	The forms provided under the Section 5 must be accurately filled, signed and stamped.
28	C.15	Structure of the Technical Proposal ( <i>only if different from the provision of Section 12</i> )	<i>The required structure provided under Section 6 - Technical Proposal Form.</i>
29	C.15.2	Latest Expected date for commencement of Contract	<i>January 31, 2018</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	8 Months

31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>Proposals will be evaluated on the following basis:</p> <p><b>Technical Evaluation:</b> The offers passed preliminary examination will be considered for technical evaluation.</p> <p>1. Minimum achieved technical scoring of 70% in the Technical Evaluation. Proposals achieving below 70% shall no longer be considered for further Financial Evaluation. The Technical Rating of Proposals shall be determined in accordance with the following equation:</p> <div data-bbox="837 814 1471 1052" style="border: 1px solid black; padding: 5px;"> <p>Rating the Technical Proposal (TP):</p> <math display="block">\text{TP Rating} = \left( \frac{\text{Total Score Obtained by the Offer}}{\text{Max. Obtainable Score for TP}} \right) \times 100</math> </div> <p>2. Financially Submitted Proposal. Financial proposal should be password protected and attached separately. The financial proposal should not be part of the technical proposal. The Financial Rating of Proposals shall be determined in accordance with the following equation:</p> <div data-bbox="837 1402 1471 1598" style="border: 1px solid black; padding: 5px;"> <p><b>Rating the Financial Proposal (FP):</b></p> <math display="block">\text{FP Rating} = \left( \frac{\text{Lowest Priced Offer}}{\text{Price of the Offer Being Reviewed}} \right) \times 100</math> </div> <p>3. The Total Combined and Final Rating of the</p>

			<p>Proposal. The rating shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><b>Total Combined Score=</b></p> <p>(TP Rating) x (Wight of TP (70%)) + (FP Rating) x (Weight of FP (30%))</p> </div> <p>UNDP will award contract to the most responsive Proposal with highest achieved combined score.</p> <p>Financial Proposal will be evaluated in accordance with <i>the price schedule sheet, where the Proposers must show their prices against each type of services in details.</i> Please see Section 7- Financial Proposal.</p>
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Inquiry and reference checking with relevant government authority and or references; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Reference check of consultants suggested for the requested services. If needed;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Acceptance of UNDP Contract and General Terms and Conditions. <input checked="" type="checkbox"/> Upon signing of the Professional Services Agreement;

**ANNEX I - TECHNICAL SCORING SHEETS:**

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	200
2.	Proposed Methodology, Approach and Implementation Plan	30%	200
3.	Key Personnel	40%	300
<b>Total</b>			<b>700</b>

Evaluation forms for technical proposals will be as follows. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The technical proposal evaluation forms are as the following:

**FORM #1: EXPERTISE OF FIRM / ORGANIZATION SUBMITTING PROPOSAL**

Form #1	Points Obtainable	Company / Entity				
		A	B	C	D	E
<b>Expertise of Firm / Organization Submitting Proposal</b>						
1.1	Entity classification (minimum class A -if applicable-)	50				
1.2	Company profile and general organizational capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support in terms of the given resources)	50				
1.3	Demonstrated experience globally and in the middle east in monitoring/Supervision of construction projects including hospitals	50				
1.4	Relevance of: work for UNDP and/or other international/Multi-National organizations	50				
<b>Total Form #1</b>		<b>200</b>				

**FORM #2: PROPOSED WORK PLAN AND APPROACH**

Form #2	Points Obtainable	Company / Entity				
		A	B	C	D	E
<b>Proposed Work Plan and Approach</b>						
2.1	Methodology statement & understanding of scope and project description	100				
2.2	Project activity (work) schedule	50				
2.3	Composition of the team and task(s) of each member	50				
<b>Total Form #2</b>		<b>200</b>				

Technical Proposal Evaluation Form 3 - PERSONNEL			Points Obtainable
<b>Management Structure and Key Personnel</b>			
<b>3.1</b>	<b>Project Manager/Team Leader</b>		
		Sub-Score	
	General Qualification Relevant Academic Background (BA in Civil Engineering/ Project Management / Public Administration or relevant engineering specific field of specialization) with professional certification from a recognized project management institution		10
	- 12 years' construction supervision Experience in the Region		20
	-Skills: Leading teams, experience in managing of construction projects. A project manager must have handled/managed at least two (2) projects of similar complexity and nature in the past 5years with at least one health care project and at least one project with contract value US\$ 10M.		
	- Professional Experience in the area of specialization (12years minimum of relevant experience in civil engineering/Healthcare construction projects) /drawings of buildings in construction/rehabilitation projects, monitoring of work progress; Checking project milestones;		25
	- Language Qualifications English and knowledge of Arabic		5
			60
<b>3.2</b>	<b>Site Engineer – civil (1)</b>		
		Sub-Score	
	General Qualification Relevant Academic Background Relevant Academic Background (BSc in Structural/civil Engineering) with professional certification from a recognized engineering institution.		8
	- Experience in the Region		

	-Skills: working knowledge of civil and structural aspects of construction/rehabilitation/healthcare buildings. MS Project management development charts of full-scale projects from sketch designs, to realize proposed architectural works, detailed work drawings and International coding.		16	
	- Professional Experience in the area of specialization (8 years minimum of relevant experience) Supervision of construction activities including civil and structural works/ Design and formulation of structural drawings in civil construction/ structural engineering/ Quality Control and assurance / Estimates for BoQs/Develop quantities		20	
	- Language Qualifications English and knowledge of Arabic		4	
			48	
<b>3.2</b>	<b>Site Engineer – civil (2)</b>		<b>Sub-Score</b>	
	General Qualification Relevant Academic Background Relevant Academic Background (BSc in Structural/civil Engineering) with professional certification from a recognized engineering institution.		8	
	- Experience in the Region		16	
	-Skills: working knowledge of civil and structural aspects of construction/rehabilitation/healthcare buildings. MS Project management development charts of full-scale projects from sketch designs, to realize proposed architectural works, detailed work drawings and International coding.			
	- Professional Experience in the area of specialization (8 years minimum of relevant experience) Supervision of construction activities including civil and structural works/ Design and formulation of structural drawings in civil construction/ structural engineering/ Quality Control and assurance / Estimates for BoQs/Develop quantities		20	
	- Language Qualifications English and knowledge of Arabic		4	
			48	

3.3	<b>Medical Expert</b>			
			Sub-Score	
	General Qualification Bachelor's degree required in Surveying, project management certification or other relevant unions/groups preferred.		6	
	Suitability for the Project			
	- International Experience		12	
	- Professional Experience in the area of specialization (Minimum of 8 years of experience in construction field)			
	- Professional Experience Skills: Knowledge of methods of measurement, quantity surveying and cost control experience, cost reporting experience		15	
	- Language Qualifications: English and knowledge of Arabic		3	
			36	
3.5	<b>Quantity Surveyor Expert / Cost Manager</b>			
			Sub-Score	
	General Qualification		6	
	- Experience		12	
	-Skills: Working knowledge of Quality Surveyor for buildings (weak and strong current, normal and stand-by power supply etc.) with emphasis on Hospital specific systems Developing cost estimates for BoQs (electrical) /Develop quantities (electrical)/conducting site surveys (electrical). Working knowledge in developing technical specifications for electrical works including electrical schematics			
	- Suitability for the Project		15	
	- Language Qualifications: English and knowledge of Arabic		3	
			36	
3.6	<b>Civil Foreman</b>			
			Sub-Score	
	General Qualification		4	
	- Experience		8	
	- Suitability for the Project		10	

	- Language Qualifications: English and knowledge of Arabic		2	
			24	
3.7	<b>Electromechanical Foreman</b>			
			Sub-Score	
	General Qualification		4	
	- Experience		8	
	-Skills: Working knowledge of required skill (weak and strong current, normal and stand-by power supply etc.)			
	- Suitability for the Project		10	
	- Language Qualifications: English and knowledge of Arabic		2	
			24	

3.8	<b>HS&amp;E Officer</b>			
			Sub-Score	
	General Qualification		4	
	- Experience		8	
	Skills: Working knowledge of required skills (weak and strong current, normal and stand-by power supply etc.)			
	- Suitability for the Project		10	
	- Language Qualifications: English and knowledge of Arabic		2	
			24	

### SCORING SCALE

The hereunder scoring scale system will be applied throughout the technical evaluation process:

Evaluated Criteria	Supporting Evidences	Scoring Scale System
Excellent	Requirements submitted and supported by excellent evidence of ability to support and exceed contract requirements	91% - 100%

Evaluated Criteria	Supporting Evidences	Scoring Scale System
Good	Requirements submitted and supported by good evidence of ability to support and exceed contract requirements	90% - 81%
Satisfactory	Requirements submitted and supported by satisfactory evidence of ability to support contract requirements	80% - 70%
Poor	Requirements submitted and supported by marginally acceptable or weak evidence of ability to support contract requirement (clarification may be required)	69% - 60%
Very Poor	Requirements submitted but not supported by evidence to demonstrate ability to comply with contract requirements	59% - 50%
No Submission	Information has not been submitted or is unacceptable	0%

## Section 3: Terms of Reference (TOR)<sup>5</sup>

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### 1 BACKGROUND

The UN Development Programme (UNDP) is working closely with authorities to support displaced people who are returning to liberated areas to rebuild their lives after the liberation from ISIL forces.

Conflict The invasion of ISIS in 2014 has led to a huge displacement of Iraqis. More than 3 million Internally Displaced People (IDPs) was the estimation before the Liberation Processes started. Big progress has been made by Iraqi Security Forces and International Coalition Forces in their efforts to support the Government of Iraq. In recognition of the need for immediate response to assist the people of the liberated cities in this critical period, the Iraqi Government, with the support of the International Coalition Partners, has started planning for bringing back stabilization to the newly liberated accessible areas to make it possible for the displaced population to leave the IDPs camps and return to their homes.

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<sup>5</sup> This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

As part of the international support to the Iraqi government, UNDP supported conducting the rapid assessment of damages and facilitating the immediate response to meet the prioritized needs as soon as possible for the newly liberated areas under the leadership of local authorities.

Therefore, UNDP is supporting Government efforts to rapidly upgrade areas newly liberated from ISIL and help to prepare for the safe and voluntary return of displaced populations through a Funding Facility for Immediate Stabilization (FFIS). The FFIS includes four components; Public Works and Light Infrastructure Rehabilitation, Livelihoods, Capacity Support for local governments, Community Reconciliation.

The Funding Facility for Expanded Stabilization (FFES) is an intermediate mechanism designed to quickly consolidate the gains made during immediate stabilization by generating large numbers of jobs in newly liberated cities and stabilizing the corridors between liberated districts. The focus of FFES is on the rehabilitation of large public institutions, including universities and public hospitals, which provide work for thousands of employees and incentivize families to remain in, rather than leave, liberated areas. Priority is also given to repairing the sections of the transport, electricity, sanitation, health and agricultural corridors that link liberated cities to each other. The FFES will fast-track implementation of a selected range of medium-sized, high-impact, low-cost, visible projects in liberated areas.

Both FFIS and FFES are overseen by a Steering Committee, chaired by the Prime Minister's Chief of Staff and DSRSG/RC/HC/RR. Key partners and counterparts are members. The Facilities are managed by UNDP, which also serves as the secretariat to the Steering Committee.

Most of the areas that were previously under the occupation of ISIS are badly damaged and the entire infrastructure including the Government buildings, schools, electricity and water networks, roads, bridges and hospitals were severely damaged by them. Now the Government has requested UNDP to provide support in rehabilitation work enabling the local communities to return to their homes. One of the basic requirements of the local communities in the newly liberated areas is the rehabilitation and reconstructions of hospitals to be ideal to achieve the goal of its establishment as per the international standards. Majority of the hospitals in Ninewah governorate and the newly liberated areas were destroyed partially or completely during the ISIS invasion. The Command Center of Ninewah therefore has requested UNDP to provide support in the rehabilitation/reconstruction for Al Qayarah General Hospital in Ninewah.

Within this context, UNDP seeks the engagement of the services of reputable and experienced professional engineering entities (contractors) for the rehabilitation and reconstruction of Al Qayarah General Hospital. The present TOR details the professional engineering services required for the elaboration of this assignment.

## 2 CONSULTANCY ASSIGNMENT OBJECTIVES

UNDP project's primary envisaged outcome is to assist the Government and people of Iraq to

stabilize areas newly liberated from the Islamic State in Iraq and Levant (ISIL) to implement rehabilitation and reconstruction works for Al Qayarah General Hospital in Ninewah governorate. The planned Hospital will provide a long-term solution to the health sector for the served areas. The rehabilitation and reconstruction of the Hospital includes the entire necessary infrastructure (civil works, electrical works, mechanical works, medical works ... etc.) that provide operational efficiency and ensure sustainability with all required safety requirements.

From a focused prospective, the following activities comprise the consultancy assignment objectives, which will be translated into general tasks to be undertaken by the project consultant:

- Liaising with relevant local authorities and representing UNDP on the ground;
- Coordinating all on-the-ground assignment related activities with the various relevant parties;
- Coordinate all land acquisition, sites handover, etc. procedures with relevant parties,
- Inspection, surveying, etc. the designated site;
- Detailed review of the available detailed design documents inclusive technical specifications, basic assumptions and considerations, criteria and calculations, drawings and BOQs;
- Upon UNDP's request, to amend the drawings, technical specifications and bill of quantities, and other related items in the available design documents;
- Construction, supervision and management of the works including all related activities and tasks;
- Ensuring standards of quality assurance in executing the works in accordance with the most appropriate international and professional practices;
- Ensuring completion of the work within the stipulated time limit, and ensuring handover of the works to the client after completion of the construction.

As mentioned earlier, the project aims to rehabilitative and re-construct Al Qayarah General Hospital. The intervention outline can be summarized as construction supervision and management of the works including all related activities and tasks of any type.

### 3 BRIEF OF ALQAYARAHGENERALHOSPITAL

#### 3.1 PROJECT AREA

Al Qayarah General Hospital is located to the northwestern section of the Al Qayarah City at Ninewah governorate. The hospital is within a residential area bounded by two streets, one of them is a major at the secondary entrance in the southwestern part of the building, and the other is located at the main entrance of the building.

#### 3.2 PROJECT BENEFICIARIES

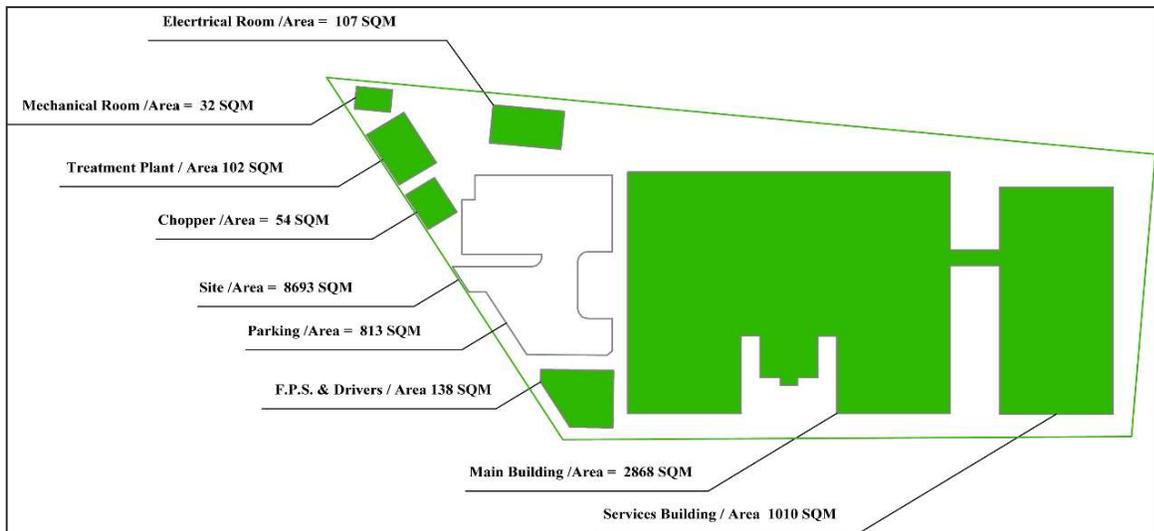
The Government and people of Iraq to stabilize areas newly liberated from the Islamic State in Iraq and Levant (ISIL). The main beneficiaries of this project will be the people in Al Qayarah city

and the surrounding neighborhoods in Ninewah governorate.

### 3.3 DESCRIPTION OF WORKS

Al Qayarah General Hospital consists of a main building with four floors featuring major activities, an area of 2868 square meters per floor (about 11472 sqm for all floors). In addition, services building with two floors 1010 sqm per floor (about 2020 sqm for two floors). Additional to other buildings such as FPS and drivers building (138 sqm), room for mechanical work (32 sqm) and other for electrical work (107 sqm), treatment plant room (102 sqm), and chopper (54 sqm). In addition, there are some canopies structures as car parking (about 25 cars, 650 sqm).

The site consists of a group of buildings, according to the titles and areas shown in figure below:



The

scope of the required works can be summarized but without being limited to the following:

- Architectural and civil works;
- Electrical works;
- Mechanical works;
- HVAC works;
- Lifting works;
- Medical gas works;
- Plumbing works;
- Fire-fighting works;
- Signage works.

The works including supply, install all the required materials and equipment, testing & commissioning and training of all related equipment and as detailed in the Price Schedule/Bills of Quantities and Technical Specifications and all other ancillary work required to complete the entire scope of works completely and in accordance with the instructions of the supervision engineer.

The Works includes provision of required manpower, machinery and materials for the works as described hereunder and under the Technical Specifications, Price Schedule/Bills of Quantities and Drawings.

#### 4 SCOPE OF WORK

The scope of the required services has been divided into phases in accordance to the following sequence of services:

- **Phase I:** Construction Supervision and Management.
- **Phase II:** Defects Liability Period.

Each of the above phases involves specific tasks, time schedules, deliverables and responsibilities for the consultant. These phases have been furthermore subdivided into tasks/activities covering the broad spectrum of required services as presented in the following sections. Consultants are alerted that the proposed tasks/activities to achieve the overall called upon scope of services shall not be considered exhaustive; they are rather indicative.

The consultancy services and assignments of this project would be commenced by the consultant in phases. The services will be provided in phases by way of a separate Notice to Proceed (NTP) to be issued to each Phase to activate the phase contractually & financially, and each Phase shall have a Lump Sum Fee as stipulated in the Phases offers. At end of Phase1 (Construction Supervision and Management) the consultant shall submit a summary report outlining the successful completion of the Phase 1. The completion of the consultant mobilization for phase1 is within fourteen calendar(14) days after issuance of the NTP. UNDP reserves the right to withhold or omit the next Phase of the Services and works, as stated above without any impact of any type on UNDP's, contractual, financial or otherwise.

#### 5 PHASE I: SUPERVISION/MANAGEMENT SERVICES

At this stage, the consultant is expected to perform the following general tasks:

1. Preparation of provision of the work site and related mobilization arrangements.
2. Provision of permanent technical control of the constructions being performed by the contractor at the project site; in terms of time, cost and quality.
3. Preparation of accounts and payments.
4. Preparation of project management and contracts implementation.
5. Regular implementation of the provisional taking over procedures.
6. Participation in the final taking over procedures and close out activities.

The above tasks have included several detailed sub-tasks, duties, and responsibilities and are linked to certain milestones and deliverables; which are elaborated in details in the following sections in order to ensure proper construction activities of the required works and to facilitate

a high level of performance and collaboration for the three main project's counterparts (Owner, Contractor, and Consultant). Accordingly, the supervision and management includes without being limited to the following:

## 5.1 CONSTRUCTION SUPERVISION AND MANAGEMENT

While not mentioned earlier, the consultant shall be responsible for activities such as liaising with the counterparts and contractor for handing over the site including minutes of meetings, examination of areas, assistance with fixing boundary marks, etc...

The consultant's main task shall be the management and supervision of construction activities on daily basis. The consultant has to ensure that the works are carried out in accordance with the contract documents, consistent with internationally accepted engineering standards and practices.

The Services shall also include some duties normally performed by UNDP field staff, which includes the establishment and maintenance of contacts with counterparts and other stakeholders, liaisons, coordination and similar activities. Hence, the consultant has to assist (and/or do completely) the UNDP's staff in the examination of officially handed documents, supervision and formulating opinion about the modifications and supplements proposed by the contractors.

Upon site handover to the contractor, the consultant shall take charge and be responsible for managing, supervising, monitoring, verifying, certifying...etc. all site activities and acting on behalf of UNDP.

The consultant has to submit UNDP his mobilization plan describing their methodology in mobilizing the Consultant's staff to site, allocation of necessary resources and qualifications, work task breakdown and level of indicative activity for each working staff, an organogram for the management and technical staff, as well as, an overall organizational structure for the consultancy assignment and their linkages to the overall project management in particular of the design and implementation phases of the project. Necessary communication procedures, contact persons and information, own work schedule and deployment plan shall be established accordingly. The mobilization plan is subjected to prior approval of UNDP.

The actual attendance of the deployed staff of the supervision consultant at the site should be documented on a daily basis through original time sheets (time calculations can be prepared on pro-rata basis). Time Sheets shall require a prior approval of the UNDP site representative (s) before application of the relevant interim request for payment.

The detailed scope of services to be delivered by the Consulting Engineers (Consultant) is listed below.

## 5.2 DESIGN REVIEW / DESK REVIEW

The consultant's general responsibilities under this aspect shall include, yet not be limited to, the following:

- 5.2.1 *Receipt, review and development of comments to contractor's technical submittals.*
- 5.2.2 *Receipt, review and development of comments to contractor's construction methodology, work plan, alternatives, working shop drawings and any other subjects related to the contract.*
- 5.2.3 *Review and approve the contractor's program for submitting designs, drawings and documents of any type.*

During the implementation stage, if any design deficiencies, structural challenges and possible changes arise, then design review's consultant is obligated to consider all required amendments and modifications and upon UNDP's request.

### 5.3 CONTRACT ADMINISTRATION

The consultant's general responsibilities under this aspect shall include, yet not be limited to, the following:

- 5.3.1 *Maintain project construction records and issue correspondence, certificates, notices and instructions on behalf of UNDP to the contractor as may be required by the provisions of the construction contract documents.*
- 5.3.2 *Assist UNDP as expert witness in litigation arising from the development or construction of the project and in hearings before various approving and regulatory agencies.*
- 5.3.3 *Review and certify Contractor's progress payment requests inclusive the final payment, and accompanying support backup data and schedules.*
- 5.3.4 *Verify amounts due to the Contractor based on the on-site observations and Contract requirements.*
- 5.3.5 *Certify, in writing, to UNDP payments to be made to the Contractor with all required support documentation including progress reports, photographs and so forth.*
- 5.3.6 *Withhold payment for any work which has been rejected or any work which is not in compliance with the contract documents.*
- 5.3.7 *Issue certification of substantial completion on completed construction contract.*
- 5.3.8 *Review and certify the request for final payment submitted by the contractor at the completion of construction under contract.*

- 5.3.9 *Review the calculations for the final payment due to the contractor accounting for all guarantees and retainage in accordance with the actual work performed following conclusion of such and although UNDP-Consultant contract would have physically expired.*
- 5.3.10 *Make recommendations to UNDP regarding costs for works not specified in the contract documents.*
- 5.3.11 *Determine the value of the works at the date of termination, in the event of the termination of the contract.*
- 5.3.12 *Identify any Change/Variation Order as being issued under one at the following categories:*
- *Variations which alter, amend or delete items contained in the Contract and which variation does not alter the Scope of the Works and is not charged against contingencies and which does not increase the contract value.*
  - *Variations which may increase the Contract value, requiring the commitment of additional funds.*
- 5.3.13 *Manage all claims, activities and provide expert advice regarding the handling of the claims made.*
- 5.3.14 *Providing the UNDP with cost estimates for additional works and participate as an advisor to the UNDP in contract negotiations with the contractor on additional works; and make recommendations to the UNDP on rates for new works.*
- 5.3.15 *Prepare input for project control system.*
- 5.3.16 *Review the construction contractor's Critical Path Method (CPM) construction schedule for contract and monitor schedule compliance.*
- 5.3.17 *Develop and implement a comprehensive project control system during the Preconstruction and construction Periods including:*
- *An updated and current CPM network.*
  - *Weekly progress reports listing significant progress, lack of progress, current problems, proposed solutions, and other pertinent information.*
  - *Monthly progress reports, summarizing pertinent information developed from the above control information, special studies developing recommended solutions or alternate solutions to current or anticipated problems, evaluation of the financial situation of the contract, the variations, if any, the forecast of the progress of implementation of remaining works etc....;*
  - *Drafts final Completion Report summarizing all essential accomplishments, developments, drawing, conclusions, and making recommendations. The final*

*version of the completion report should be submitted following the commissioning and operational phases, as the report should outline certain actions to be taken, such as issuance of Final Acceptance Certificate, return of guarantees or retention.*

- 5.3.18 Receive and catalogue all samples, drawings, testing results, instructions, manuals, certifications and the correspondence submitted by the contractor.*
- 5.3.19 Review, revise, as necessary, and obtain UNDP approval, of lists of recommended operating spare parts and supplies, prepared by the contractor. Instruct the contractor as to those items that shall be procured for the Project.*
- 5.3.20 Coordinate with the PSC and other counterparts in case UNDP pursues an agreement with it to carryout equipment transport.*

#### **5.4 WORKS CONSTRUCTION MONITORING**

The construction management and supervision during the construction stage shall include activities keyed for the day to day site inspection and testing of materials, site reports and financial aspects; to ensure smooth execution of the works in line with approved works schedule and planned milestones. The consultant's general responsibilities under this aspect shall include, yet not be limited to, the following:

- 5.4.1 Establish procedures for coordination among UNDP, Contractors and consultant with respect to all aspects of the project and implement such procedures.*
- 5.4.2 Schedule and conduct progress meetings at which Contractors and consultant can discuss jointly such matters as procedures, progress, problems and programming, record and distribute minutes reflecting decisions on issues raised and keep UNDP informed on critical matters orally and in writing.*
- 5.4.3 Provide regular monitoring of the program as construction progresses.*
- 5.4.4 Identify potential variations between program and probable completion dates.*
- 5.4.5 Review schedule for work not started or incomplete and recommend to UNDP and contractor adjustments in the schedule to meet the probable completion date.*
- 5.4.6 Provide summary reports of each monitoring and document all changes in schedule.*
- 5.4.7 Determine the adequacy of the contractor's personnel and equipment and the availability of materials and supplies to meet the program.*
- 5.4.8 Recommend courses of action to UNDP when requirements of a contract are not being met.*

- 5.4.9 *Maintain cost accounting records on authorized work performed under day works, actual costs for labour and material, and any other costs requiring accounting records.*
- 5.4.10 *Develop and implement a system for the preparation, review and processing of change orders.*
- 5.4.11 *Recommend necessary or desirable variations to UNDP, review requests to changes, submit recommendations and assist in negotiating variation orders.*
- 5.4.12 *Observe work performed by the contractor for compliance with the drawings, specifications, contract documents and acceptable engineering practices. Take action, as appropriate, to urge the Contractor to carry out acceptable corrective measures where and when required.*
- 5.4.13 *Advise on all aspects of varied works, and recommend any redesign necessary.*
- 5.4.14 *Advise UNDP on all aspects and matters of the project.*
- 5.4.15 *Liaise with UNDP, PSC, other relevant authorities and counterparts.*
- 5.4.16 *Review, finalize, as appropriate, and submit to UNDP, PSC and other relevant authorities detailed operation instructions and maintenance manuals for the facilities and plant provided under the contract and for facilities required for training of personnel.*
- 5.4.17 *Testing and approving construction materials and equipment before being used in the work.*
- 5.4.18 *Monitor the Quality Control Program (QCP) to be established by the contractor. This program shall cover the inspection and tests of all materials and equipment to be procured as well as all construction activities related to the project.*
- 5.4.19 *Monitor the contractor's QCP, including field tests of materials, and review laboratory test results for compliance with contract documents and acceptable engineering practices.*
- 5.4.20 *Direct the contractor to provide representative samples of materials to be utilized in the works and where required, submit them to the designated Laboratory to test for compliance with quality standards and technical specifications.*
- 5.4.21 *Observe tests and notify UNDP and the contractor in writing of acceptance or rejection of materials or equipment tested. When appropriate, direct the contractor to take necessary action to remove, replace or correct work which does not comply with the contract documents and withhold payments for such work until the appropriate corrective actions are taken and the work is completed to the consultant's satisfaction.*
- 5.4.22 *Review and note any exceptions which are taken relative to the results of the contractor's on-site inspection program and QCP. Instruct the contractor to take necessary actions to*

*resolve any exceptions which are noted and report such activities in the Monthly Progress Reports.*

- 5.4.23 Conduct regular measurements of quantities of work performed by the contractor.*
- 5.4.24 The formal and substantial supervision of the invoices (for interim and final invoices) of the contractor, and check the appropriateness of the works completed and to be accounted for.*
- 5.4.25 Maintain comprehensive construction progress photo albums. Photos shall be shot by the Contractor on a regular monthly basis or shorter intervals as deemed prudent. Each photo shall be identified as to location, activity/subject matter, date, time and photographer.*
- 5.4.26 Perform final inspections of each component of the work for compliance, and prepare a list of outstanding works prior to Taking-Over.*
- 5.4.27 Review and perform the requests for inspections of any type that submitted from the contractor.*
- 5.4.28 Witness all final performance tests and prepare completion certificates and acceptance documents for all completed works.*
- 5.4.29 Inspecting and supervising construction of all works and installations to insure compliance with documents and drawings.*
- 5.4.30 Review and approve contractor's submittals (of any type) including methodologies, requests and shop drawings. Accurate records shall be maintained relative to date due, date received, date review completed, date returned and/or any other action required.*
- 5.4.31 Receive, review and ultimately approve the following specific submittals: shop drawings, operating and maintenance manuals, safety program and procedures, start up procedures, instructions, schedules, guarantees, bonds and certificates of inspection which are to be provided by the contractor in accordance with the contract documents.*
- 5.4.32 Review and approve proposed installation and commissioning procedures.*
- 5.4.33 Coordinate and inspect the work of individual sub-contractors.*
- 5.4.34 Maintain job diaries, drawing register and other records.*
- 5.4.35 Coordinate all construction work efforts with relevant counterparts.*
- 5.4.36 Maintain competent full-time staff at the project site to coordinate and provide technical observation of construction and general direction of the work and progress to the contractor on the project.*

5.4.37 *Review “As built Drawings” and all related information and documents for submission to UNDP, the PSC and the relevant authorities.*

## 5.5 REGULAR IMPLEMENTATION OF THE PROVISIONAL TAKING-OVER PROCEDURE

5.5.1 *Calling for the technical taking-over by the time requested by the contractor, inviting all relevant parties after checking and supervision of the documents provided by the contractors which constitute the basis for the (technical and financial ) taking-over procedure.*

5.5.2 *Ordering the contractor for immediate remedy of defects, the establishment of the value of amortization due to non-remediable defects.*

5.5.3 *Preparing an updated list of outstanding works (if any),and obtaining a written undertaking from the Contractor to complete any outstanding work during the Defects Liability Period.*

5.5.4 *Quality classification and the establishment of the eventual price decrease.*

5.5.5 *Progressive checking of the “As built Drawings” prepared by the Contractor for fully completed or parts of the work and submitting the final set to UNDP/PSC upon finalization.*

5.5.6 *Issuing a taking-over certificate, handing over of the facilities taken over from the contractor to UNDP/PSC and/or relevant authorities.*

## 5.6 PARTICIPATION IN THE FINAL TAKING-OVER PROCEDURE

5.6.1 *Organization of the procedure at the end of the defects notification period; making the found defects and deficiencies repaired;*

5.6.2 *Provision of data and documents for the financial closure and activation of the investment;*

5.6.3 *Advising UNDP/PSC on any disputes or differences arising with the contractor services provision, however shall not extend to advising on any arbitration or litigation;*

5.6.4 *Preparation of the final financial accounts.*

## 5.7 TESTING, COMMISSIONING, START-UP, OPERATION AND MAINTENANCE AND TRAINING

5.7.1 *In coordination with the contractor, verify the preparation of a list of spare parts needed for start-up. Verify the timely procurement and job site delivery by the contractor so as not to delay start-up.*

5.7.2 *In coordination with the contractor, verify the preparation of a detailed start up procedure for each separate facility. Each procedure is to be divided into the applicable system.*

- 5.7.3 *Prior to start-up of any facility, the contractor shall be instructed to demonstrate the completeness and the correct functioning of each system, in accordance with the applicable start-up procedure. The consultant shall witness and either approve or reject, in writing, the provisional acceptance of each of the component systems.*
- 5.7.4 *In coordination with the contractor, revise the logic Network Diagram to an appreciably higher level of detail for the start-up phase of each facility i.e. show more individual activities.*
- 5.7.5 *Review and approve all O&M manuals.*
- 5.7.6 *Review and approve contractor's O&M theoretical and on-the-job training program, if any.*
- 5.7.7 *Review and approve contractor's material to be delivered during O&M training program.*
- 5.7.8 *Attend and comment on contractor's O&M theoretical and on-the-job training program.*
- 5.7.9 *Review and comment on all on-the-job training programs prior to delivery.*
- 5.7.10 *Issuing substantial acceptance certificates.*
- 5.7.11 *Approve substantial payment certificate to carry out follow-up works.*
- 5.7.12 *Finalize quantity surveying books.*
- 5.7.13 *Preparing project completion reports.*
- 5.7.14 *Review and evaluate claims.*
- 5.7.15 *Assist during arbitration if any.*
- 5.7.16 *Prepare and obtain handing over certificate to the PSC and relevant authorities.*

## **5.8 SPECIFIC RESPONSIBILITIES**

### **5.8.1 General**

These shall include, yet not be limited to, the following:

- Project Management
- Project Administration
- Project Delivery: Including Daily Construction Status Report, Daily Log/Diary, Weekly Status Report, Monthly Work Progress Chart, Monthly Progress Reports, Material Samples and Test Log, Contractor's Submittals Log, Meeting Records and Construction Photographs.

### **5.8.2 Pre-construction Services**

These shall include, yet not be limited to, the following:

- Review, furnishing comments and recommendations regarding contractor's detailed construction program, procurement, installation, construction and commissioning and hand-over schedules.
- Review and evaluate qualification and experience of nominated sub-contractors.
- Agree on program for submission of methodologies for each element of construction.
- Inspect and record original condition of site, equipment, ground and buildings.

### **5.8.3 Contractor's Documents Review and Construction Management and Supervision.**

These shall include, yet not be limited to, the following:

- Review and approve contractors detailed designs, shop & construction drawings and any other documents of any type.
- Review and approval of design calculations.
- Review and approval of equipment documentation.
- Review and approval of instrumentation (As Applicable).
- Review and approval of civil, architectural, electrical, mechanical, HVAC, medical gas, lifting, fire-fighting, plumbing designs ... etc.
- Factory inspection and witness testing of manufactured items (As Applicable).

### **5.8.4 Construction Management and Supervision Services**

These shall include, yet not be limited to, the following:

- Project management and related procedures.
- Quality assurance plan and related procedures.
- Quality control and related procedures.
- Progress control and related procedures.
- Cost control and related procedures.
- Change order Procedures.
- Commissioning, testing and related procedures.
- Training delivery and related procedures.
- Substantial completion - Handing Over.

### **5.8.5 Substantial Completion Close-out Report**

These shall include, yet not be limited to, the following:

- The report shall be a collective report including and presenting all aspects of "Jobsite Work Implementation Management, Supervision and Monitoring" inclusive of all original documentation, photographs...etc. The report shall first be submitted in a draft

form to both UNDP and PSC. The consultant shall then arrange for PSC officials for attending a report presentation during which UNDP and PSC shall present and discuss their comments and remarks.

- The report shall then be presented in its final form following incorporation of all UNDP and PSC comments and remarks.
- The consultant shall, at least, submit two (2) hard copies to UNDP and five (5) to the PSC of the final version and one (1) soft copy to UNDP.

## 6 PHASE II: DEFECTS LIABILITY PERIOD

### 6.1 WORKS TO BE PERFORMED

These shall include, yet not be limited to, the following:

*6.1.1 During the Defects Liability Period the consultant shall ensure, the contractor finish the work, if any, outstanding at the date of Certificate of Substantial Completion and shall monitor and instruct the contractor all such work of repair, amendment, reconstruction, rectification of defects, imperfections, shrinkages or other faults as may be required.*

*6.1.2 Upon satisfactory completion of all the work outstanding and approval by UNDP, the consultant shall within twenty eight (28) days of the expiration of Defects Liability period issue the contractor with the Certificate of Final Completion.*

### 6.2 FINAL COMPLETION AND CLOSE OUT REPORT

These shall include, yet not be limited to, the following:

*6.2.1 The report shall be a collective report including and presenting all aspects encountered during the “Defects Liability Period” inclusive of all original documentation, photographs...etc. The report shall first be submitted in a draft form to both UNDP and PSC. The consultant shall then arrange for PSC officials for attending a report presentation during which UNDP and PSC shall present and discuss their comments and remarks.*

*6.2.2 The report shall then be presented in its final form following incorporation of all UNDP and PSC comments and remarks.*

The consultant shall, at least, submit two (2) hard copies to UNDP and five (5) to the PSC of the final version and one (1) soft copy to UNDP.

## 7 GENERAL RESPONSIBILITIES / REQUIREMENTS

### 7.1 REPORTING AND PHOTOGRAPHY

Given the remote management nature of the project and the fact that UNDP may not maintain prolonged and/or frequent on-the-ground presence, one of UNDP’s management tools is through comprehensive progress reports supported by photographs and similar materials from

its counterparts and consulting engineers. The same also applies for illustrating project impacts.

## 7.2 CONTENTS OF REPORT

The consultant shall provide UNDP with bi-weekly progress reports including yet not limited to:

- 7.2.1 *Meetings held with counterparts, contractors, etc.*
- 7.2.2 *Progress reporting, delays, etc.*
- 7.2.3 *Staff employed by consultant, contractors, counterparts.*
- 7.2.4 *Contractor's plant and equipment.*
- 7.2.5 *Financial status, predicted cash flow, expected variations.*
- 7.2.6 *Technical issues.*
- 7.2.7 *Challenges and means to resolve these.*
- 7.2.8 *Security incidents.*
- 7.2.9 *Completed, in-progress, delayed, envisaged, etc. activities.*

## 7.3 PHOTOGRAPHY

The consultant shall provide adequate photographs as an integral part of any submitted reports with the purpose of illustrating progress, impact, elements requiring particular attention and so forth. Photographs shall also be captured and submitted as frequent as requested by UNDP.

While in certain instances the photographs shall be required to portray the status of technical elements, which necessitates that these be of technical nature portraying an engineering view of the photographed element (i.e. site before construction), in other instances the photographs are rather required for general illustrative purposes and should convey a general inclusive overview for non-engineering purposes. It should be noted that these should have an artistic essence to them.

The consultant is alerted to the particular requirements for non-engineering purposes photography, which are required to achieve several purposes including yet not limited to:

- 7.3.1 *Conveying the overall extent and magnitude of the intervention.*
- 7.3.2 *Conveying the overall intervention nature;*
- 7.3.3 *Conveying a broad overview of the overall intervention;*

*7.3.4 Conveying the pre-intervention conditions (i.e. impact of not having the intervention in place such as streets flooded with wastewater, child without access to water and the like);*

*7.3.5 Conveying the post-intervention conditions (i.e. impact of having the intervention in place such as dry and clean streets, child with access to water and the like), which are generally used to assess the intervention impact.*

Although many professionals have adequate capacity to capture photographs, the consultant shall ensure a professional photographer is appointed for this particular purpose that has adequate capacity to capture technical and non-technical photographs with the required artistic essence.

The consultants cost shall be deemed included and/or surcharged in/to the consultant's fee rates under each phase.

#### 7.4 TRANSLATION OF DOCUMENTS

The consultant shall not convey any Arabic language correspondences to UNDP, all official correspondences with the counterparts and other relevant material shall be translated to the English language by a certified translator. The consultant shall always submit the Arabic version together with the translated version including due stamping and sealing of the translated version with sufficient proof that the utilized translator is certified by the Government.

The consultants cost shall be deemed included and/or surcharged in/to the consultant's fee rates under each phase.

### 8 FACILITIES PROVIDED BY UNDP

No site facilities shall be provided by UNDP.

### 9 FACILITIES TO BE PROVIDED BY THE CONSULTANT

All required facilities for proper development of all phases of the assignment shall be its own responsibility. Unless otherwise explicitly called upon, any facilities shall be deemed included and/or surcharged in/to the consultant's fee rates. All facilities, equipment, resources, and other expenses necessary for the proper performance of the services and to be provided by the consultant should be broken down in their unit prices.

### 10 LIAISON

The consultant shall liaise with counterparts on all matters related to the execution of the contract. All activities are to be conducted according to UNDP rules and regulations. The consultant shall also obtain the counterparts' endorsement of all its submittals.

## 11 STAFF REQUIRED

The Consultant shall provide the required staff and qualifications to manage all the different tasks of the assignment. The Consultant should specify their project management, methodology and approach. In the table below, the personnel that will need to be mobilized.

Regardless of the below mentioned staff, it will be the Consultant's full responsibility to bring additional supporting staff to achieve the required scope of work on time without any additional fees.

UNDP reserves the right to reject and/or instruct removal of staff due to nonperformance.

UNDP has the full right to make an appropriate deduction from the consultant's progress payments in case of his failure to secure the site with the below mentioned site staff.

Main Expertise & professional	Particular Experience & Qualifications	Minimum Years of Experience	Minimum experience (year in similar position)	QTY
<b><u>Project Manager</u></b> (Civil Engineer) Full Time	Minimum B.A. in civil engineering. Excellent experience in construction projects especially hospitals inclusive the construction management experience, rehabilitation, construction and renovations of hospitals. Excellent communication and management skills. Excellent ability in reading, writing and communicating in English.	7	5	1
<b><u>Site Engineer</u></b> (Electrical Engineer) Full Time	Minimum B.A. in electrical engineering. Excellent experience in construction projects especially hospitals inclusive the construction management experience, rehabilitation, construction and renovations of hospitals. Excellent communication and management skills. Excellent ability in reading, writing and communicating in English.	7	5	1
<b><u>Site Engineer</u></b> (Mechanical Engineer) Full Time	Minimum B.A. in mechanical engineering. Excellent experience in construction projects especially hospitals inclusive the construction management experience, rehabilitation, construction and renovations of hospitals. Excellent communication and management skills. Excellent ability in reading, writing and communicating in English.	7	5	1

Main Expertise & professional	Particular Experience & Qualifications	Minimum Years of Experience	Minimum experience (year in similar position)	QTY
<b>Medical Expert</b> (Medical Engineer) Part Time	Minimum B.A. in medical engineering. Excellent experience in construction projects especially hospitals inclusive the construction management experience, rehabilitation, construction and renovations of hospitals. Excellent communication and management skills. Excellent ability in reading, writing and communicating in English.	7	5	1
<b>Quality Control/Quality Assurance Engineer Planning Engineer, Quantity Surveyor &amp; AutoCAD Operator</b> (Civil Engineer) Full Time	Minimum B.A. in civil engineering. Excellent experience in construction projects especially hospitals. Excellent skills in reporting, AutoCAD, shop drawings & planning. Experience in preparing Gantt chart for large scale project using Primavera or MS Project. Excellent ability in reading, writing and communicating in English.	7	3	1
<b>Civil Forman</b> Full time	Excellent experience in construction projects especially hospitals inclusive the construction management experience, rehabilitation, construction and renovations of hospitals. Professional in surveying works. Excellent ability in reading, writing and communicating in English	5	3	1
<b>Electromechanical Forman</b> Full time	Excellent experience in construction projects (electromechanical) especially hospitals inclusive the construction management experience, rehabilitation, construction and renovations of hospitals. Excellent ability in reading, writing and communicating in English	5	3	1
<b>HS&amp;E Officer</b> Full time	Excellent experience in HS&E issues related to construction projects and excellent communication and management skills. Excellent ability in reading, writing and communicating in English	5	3	1

## 12 DURATION OF CONTRACT

### 12.1 PROJECT IMPLEMENTATION SCHEDULE

The following table represents the maximum time required for completion of the project:

#	Description	ESTIMATED DURATION
I	<b>Construction Supervision &amp; Management</b>	Estimated duration around Eight (8) Calendar Months. The total price for this phase will be based on that a duration of Eight (8) Calendar Months. Any decrease/increase in the duration of the implementation/construction stage (phase I), and upon approval from UNDP, the price of phase (I) will be calculated based on the breakdown of prices in the proposer's financial proposal.
II	<b>Defects Liability Period</b>	Please refer point # 6 of Terms of Reference

## Section 4: Proposal Submission Form<sup>6</sup>

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To: *[insert: Name and Address of UNDP focal point]*

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for **RFP – 379/17 Professional Engineering Monitoring and Supervision Services for Rehabilitation and Reconstruction of Al Qayarah General Hospital in Ninewah Governorate, Iraq** in accordance with your Request for Proposal dated *[insert: Date]* and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal in separate files. Financial Proposal is password protected as required by UNDP..

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for *[insert: period of validity as indicated in Data Sheet]*.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

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<sup>6</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details : \_\_\_\_\_

*[please mark this letter with your corporate seal, if available]*

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## Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

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### Proposer Information Form<sup>7</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: 379/17

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of:  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>7</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

# Joint Venture Partner Information Form (if Registered)<sup>8</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: 379/17

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

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<sup>8</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

## Section 6: Technical Proposal Form

**TECHNICAL PROPOSAL FORMAT**

**INSERT TITLE OF THE SERVICES**

**Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.**

<b>Name of Proposing Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Proposal:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

**SECTION 1: EXPERTISE OF FIRM/ ORGANISATION**

*This section should fully explain the Proposer’s resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.*

**1.1 Brief Description of Proposer as an Entity:** Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

**1.2. Financial Capacity:** Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government’s Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

**1.3. Track Record and Experiences:** Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

## SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

*This section should demonstrate the Proposer's responsiveness to the TOR 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 methodology meets or exceeds the requirements.*

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

**SECTION 3: PERSONNEL**

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
_____ Signature of the Nominated Team Leader/Member		_____ Date Signed

## Section 7: Financial Proposal Form<sup>9</sup>

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The Proposer is required to prepare the Financial Proposal in a password protected PDF file separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

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

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### A. Cost Breakdown per Deliverables\*

SN	Deliverables <i>[as per SOW]</i>	Percentage of Total Price (Weight for payment)	Monthly Payments in USD
1	First Monthly Report as per TORs	15%	
2	Second Monthly Report as per TORs	15%	
3	Third Monthly Report as per TORs	15%	
4	Fourth Monthly Report as per TORs	15%	
5	Fifth Monthly Report as per TORs	10%	
6	Sixth Monthly Report as per TORs	10%	
7	Seventh Monthly Report as per TORs	10%	
8	Final Report as per TORs	10%	
	Total	100%	USD .....

*\*Basis for payment tranches*

### B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

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<sup>9</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

## PHASES FEES

The financial proposal will be as following:

#	Item / Description	Total (\$US)
A	Construction Supervision Fee	
	Management Fee	
B	Discounts, if any	
C	GRAND TOTAL OF PRICES	

## BREAKDOWN

The breakdown of the provided personnel and facilities and relevant expenses will be as the following:

### *Personnel*

#	Item / Description	QTY	Daily Rate \$US	Monthly Rate
1	<b><u>Project Manager</u></b> (Civil Engineer) Full Time	1		
2	<b><u>Site Engineer</u></b> (Electrical Engineer) Full Time	1		
3	<b><u>Site Engineer</u></b> (Mechanical Engineer) Full Time	1		
4	<b><u>Medical Expert</u></b> (Medical Engineer) Part Time	1		
5	<b><u>Quality Control/Quality Assurance Engineer</u></b> <b><u>Planning Engineer, Quantity Surveyor &amp; AutoCAD</u></b> <b><u>Operator</u></b> (Civil Engineer) Full Time	1		
6	<b><u>Civil Forman</u></b> Full time	1		
7	<b><u>Electromechanical Forman</u></b> Full time	1		
8	<b><u>HS&amp;E Officer</u></b>	1		

#	Item / Description	QTY	Daily Rate \$US	Monthly Rate
	Full time			

**Facilities**

**Mobilization Items (Indicative Items)**

#	Description	Unit	Unit Price \$US	Monthly Rate
<b>1.0</b>	<b>FIXED ITEMS</b>			
1.2	Office accommodation			
1.5	Printer, copier and scanner			
1.8	Photographic camera			
1.9	Communication/Internet			
1.12	Other (Specify Hereunder)			
<b>2.0</b>	<b>Reimbursable Cost</b>			
2.1	Transportations			
2.8	Other (Specify Hereunder)			

## Section 8: FORM FOR PROPOSAL SECURITY (Not Applicable)

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

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

WHEREAS *[name and address of Contractor]* (hereinafter called “the Proposer”) has submitted a Proposal to UNDP dated [Click here to enter a date.](#), to execute Services ..... (hereinafter called “the Proposal”):

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

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP’s variation of requirement, as per RFP 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 Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, 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 Proposal 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***

Date .....

Name of Bank .....

Address .....

## Section 9: FORM FOR PERFORMANCE SECURITY<sup>10</sup>

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

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

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *Click here to enter text*.dated *Click here to enter a date* ., to execute Services ..... (hereinafter called “the Contract”):

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

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

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

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

### ***SIGNATURE AND SEAL OF THE GUARANTOR BANK***

Date .....

Name of Bank .....

Address .....

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<sup>10</sup> If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall use the contents of this template

## Section 10: Form for Advanced Payment Guarantee<sup>11</sup> (Not Applicable)

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

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\_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*  
**Beneficiary:** \_\_\_\_\_ *[Name and Address of UNDP]*  
**Date:** \_\_\_\_\_  
**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of Company]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[insert: date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in words]* (*[amount in figures]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*)<sup>12</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_,<sup>13</sup> whichever is earlier.

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<sup>11</sup> This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

<sup>12</sup> The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

<sup>13</sup> Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph : "The Guarantor Bank agrees to a one-time extension of this

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

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*Guarantee for a period not to exceed [six months] [one year], in response to the Contractor's written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee.*

## Section 11: Contract for Professional Services

**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.**

**[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT FOR PROFESSIONAL SERVICES AND THE GENERAL TERMS AND CONDITIONS]**

Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of \_\_\_\_\_ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of \_\_\_\_\_ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

### 1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
  - a) this Letter;
  - b) the Terms of Reference [ref. ....dated.....], attached hereto as Annex II;
  - c) the Contractor's Proposal [ref....., dated .....]
  - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

### 2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.





\_\_\_\_\_ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:  
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ **[NAME OF THE BANK]**

\_\_\_\_\_ **[ACCOUNT NUMBER]**

\_\_\_\_\_ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ **[INSERT DATE]** and shall complete the Services within \_\_\_\_\_ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_ **[NAME AND TITLE]** UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

Name

Designation  
Address  
Tel. No.  
Fax. No.  
Email address:

**For the Contractor:**

Name  
Designation  
Address  
Tel. No.  
Fax. No.  
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

**[INSERT NAME AND DESIGNATION]**

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



*Empowered lives.  
Resilient nations.*

## **UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

### **2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### **4.0 ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

### **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks,

with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

#### **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

#### **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient ("Recipient") of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to

know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## **17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that

the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

#### **21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

#### **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 SECURITY:**

**23.1** The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**23.2** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

**24.0 AUDITS AND INVESTIGATIONS:**

**24.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

**24.2** The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**25.0 ANTI-TERRORISM:**

**25.1** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

**26.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change

in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.