

To: All Invitees

Date: 10 December 2017

Subject: Request for Proposal No. RFP/029/ANB/17 Construction of Sewage Septic Tanks and Manholes in Al-Mokhtar Area-Zone 69- Fallujah-Anbar Governorate

Dear Sir/Madam,

1. UN-Habitat, Baghdad Office hereby solicits your proposal for the above subject as per the RFP documents listed below.
2. This RFP consists of this letter and the following annexes:
 - Annex A - Acknowledgement Letter
 - Annex B - Instructions to Bidders
 - Annex C - Terms of Reference
 - Annex D - Financial Proposal Form (Bill of Quantities)
 - Annex E - Evaluation Criteria
 - Annex F - UN General Conditions of Contract (UNGCC)
3. Please notify UN-Habitat immediately if any part of this RFP is missing and/or illegible.
4. Please complete and return immediately (to the emails indicated below) the Acknowledgement Letter attached herewith as Annex A.
5. The RFP closing date/time is on **20 December 2017**, at **15.00hrs Baghdad local time**. Proposals must be submitted on or before the closing time.
6. The deadline for submitting clarification questions is on **17 December 2017**.
7. The focal point of contact for all questions or communication with regard to this RFP is Oday T. Lafta via email oday.lafta@unhabitat.org with copy to maan.sami@unhabitat.org
8. We look forward to your proposal and thank you for your interest to participate in the RFP.

Yours sincerely

Dr. Erfan Ali
Head of Iraq Programme,
UN-Habitat

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ACKNOWLEDGEMENT LETTER

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In order for your company to remain in good standing as registered vendor, you must return a completed copy of this acknowledgement letter to odav.lafta@unhabitat.org with copy to maan.sami@unhabitat.org even if you do not intend to submit a proposal as this time.

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a) **Submission of Bid:**

We the undersigned acknowledge receipt of your bid for the RFP No. **RFP/029/ANB/17** and hereby confirms that:

we intend

we do not intend to submit an offer to the UN-Habitat Office in Baghdad by the closing date/time of this RFP.

If you do not intend to submit a bid, please indicate the reason:

We do not have the capacity to submit a bid at this time.

We cannot meet the technical requirement for this tender.

We do not think we can make a competitive offer at this time.

We would require more time to put together a proposal than current time allowance.

Others: (Please specify: _____)

b) **Participation at Public Bid Opening:**

we intend

we do not intend to attend the Public Bid Opening

We also take note of the terms and conditions of the request and will abide by them when submitting our offer. **Note:** Due to the current security arrangements, your authorized representative must present a completed copy of this letter in order to observe the public opening procedure

Name of Authorized Representative: _____

Signature: _____

Name of Vendor (exactly as Registered in UNGM): _____

Date: _____

Address of Vendor (exactly as Registered in UNGM): _____

Telephone Number: _____

Email: _____

UNGM Number: _____

c) **Commitments:**

- 1- The vendor must commit to use the manpower who will implement the works exclusively from Fallujah District and he has to provide UN-Habitat with their names and any document proves that those manpower are from Fallujah District. Note: the above mentioned condition does not include the key staff in the field and it is optional to the contractor to choose the key staff either from Ramadi district or from any other area.

[] I committed

INSTRUCTION TO BIDDERS

1. General

- 1.1 In the context of this RFP, the words “Bid” and “Proposal”, and the words “Bidder”, “Proposer” and “Vendor” have the same meaning. The word “Contractor” refers to the party or parties with whom UN-Habitat may eventually enter into a contract for the provision the goods or services under this RFP.
- 1.2 This document is a Request for Proposal (RFP) and not an Invitation to Bid (ITB). The terms set forth in this RFP including the contents of proposals and the UNGCC will form part of any contract should UN-Habitat accept the Bidder’s proposal. Any such contract will require compliance with all factual statements and representations made in the proposal as to the provision of the services, subject to any modifications to the proposal agreed to by UN-Habitat in the context of negotiations, if negotiations are entered into.
- 1.3 This document and its attachments constitute the RFP and will be the means by which UN-Habitat will determine the qualifying Contractor(s) and will be maintained with confidentiality. All proposals received shall be considered the property of UN-Habitat and will not be returned. Vendors must strictly adhere to all the requirements of this RFP.
- 1.4 This RFP does not commit UN-Habitat to award a contract or to pay any costs incurred in the preparation or submission of Proposals, or making necessary studies for the preparation thereof, or to procure or contract of services or supplies. By submitting a Proposal, a Vendor agrees that it shall bear any and all costs and expenses related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not.
- 1.5 UN- Habitat reserves the right to reject any or all Proposals received in response to this RFP and to negotiate with any of the Proposers or other firms in any manner deemed to be in the best interest of UN- Habitat.
- 1.6 If Vendor submits a Proposal on an “all or none” basis, the Bidder must clearly state so in the Financial Proposal Form, Annex D.
- 1.7 Submission of a Bid shall be deemed to constitute an acknowledgement by the Bidder that all obligations stipulated by this RFP will be met and unless specified otherwise, the Bidder has read, understood and agreed to all the instructions provided in this RFP.
- 1.8 The RFP contains no contractual offer of any kind. Any Proposal submitted will be regarded as a proposal by the Proposer and not as an acceptance by the Proposer of any

proposal by the UN- Habitat. This RFP does not commit the UN- Habitat to award a Contract.

- 1.9 Unless otherwise stated in this RFP, all times indicated in the RFP are Baghdad, Iraq times.
- 1.10 It shall be the responsibility of the Bidder to ensure that proposals are fully in compliance with all applicable laws, enactments, rules and regulations any relevant government or regulatory body.

2. Submission of Proposals / Closing & Opening Date/Time

- 2.1 Failure to follow the instruction for submission of proposals can lead to disqualification.
- 2.2 The RFP Closing and Opening Time/Date are as follows:

Closing: **20 December 2017**,
at 15:00 Hours Baghdad local time

Opening: **21 December 2017**,
at 09:00 Hours Baghdad local time

Venue: **Baghdad-International Zone-UN
Compound-D2 Building**

- 2.3 Vendors may send one representative with proper authorization to observe the opening. The purpose of bid opening is to record the proposals received. Only Technical Proposals will be opened to record Proposers' name. No price will be announced at the public opening.
- 2.4 Bidders are required to complete, sign and submit in the English language and in **ONE COPY** (Original) the following documents:
- ✓ **TECHNICAL PROPOSAL** - ONE ORIGINAL
 - ✓ **FINANCIAL PROPOSAL** - ONE ORIGINAL
- 2.5 The TECHNICAL PROPOSAL (both original and copies) and FINANCIAL PROPOSALS (both original and copies) **MUST BE COMPLETELY SEPARATED**, and each of them must be submitted in its own individual sealed envelope – one envelop clearly marked on the outside as **TECHNICAL PROPOSAL** and the other envelop clearly marked on the outside **FINANCIAL PROPOSAL**, as appropriate.
- 2.6 The TECHNICAL PROPOSAL and FINANCIAL PROPOSAL envelopes prepared in accordance with the above paragraphs, shall be put into **one large sealed outer envelope** clearly marked and addressed as follows:

RFP/029/ANB/17:

**Construction of Sewage Septic Tanks and Manholes in Al-Mokhtar Area-Zone 69-
Anbar Governorate**

to: Mr. Hayder Al-Hado

Closing Date & Time: **20 December 2017** at 15:00 hours, Baghdad Local time

- 2.7 Failure to put the TECHNICAL and FINANCIAL proposals into two separate envelopes will lead to disqualification. Inclusion of financial proposal, quotes or any other related financial information in the Technical proposal envelop will lead to disqualification of a proposal.
- 2.8 The Proposals must be delivered by hand. Delivery by any other method (e.g. E-mail or fax) will automatically lead to disqualification of the proposal. It is the exclusive responsibility of Vendors to ensure that their proposals reach the above address before the deadline. Delivery to any other UN-Habitat office location will not constitute timely delivery. ***Any proposal received after the closing time and date specified above may not be considered. The delivery address is:***

UN Compound- IZ- UN-Habitat Office D2. (for those who do not have IZ badge or cannot access inside IZ, delivery will be at waiting area of IZ Gate 1- Near Ministry of Planning

- 2.9 The Proposal shall include information in sufficient scope and detail to allow the UN-Habitat consider whether your company has the necessary capability, experience, knowledge, expertise, licenses, financial strength and the required capacity to perform the work or deliver the goods at a high professional level.
- 2.10 UN-Habitat does not assume any responsibility for any missing and/or illegible pages of Bids, and this may result in rejection of your Bid.

3. Pre-Bid Meeting (Bidder's Conference)

- 3.1 The subject RFP is considered non-complex and as such, there shall be no pre-bid meeting.

4. Questions for Clarifications/ Communications

- 4.1 Submit your clarifications questions in writing via email to the focal point of contact indicated on page one (1).The deadline for submitting clarification is indicated on page 1 of this RFP.
- 4.2 Other than this official means of communications, the UN staff members are prohibited from communicating about this procurement with any Vendor or external party during the course the tender exercise. Vendors are not to call or attempt to communicate in any other way with UN or its staff regarding this procurement. Any violation of this instruction may adversely affect the bidder's prospects of selection.
- 4.3 In order to maintain transparency, all Bidders' requests for clarification and UN responses will be recorded and circulated to Proposals without indicating the source of the request.

5. Validity of Bids

- 5.1 Bids shall remain open and valid for acceptance for at least **90 days** from the date of opening specified in this RFP.
- 5.2 If deemed necessary by the UN, Bidders may be requested to extend the validity of their Bids for an additional period(s), in order to finalize the solicitation process. If the extension of the validity period is accepted by a Bidder, the Bidder will not be permitted to otherwise modify or consequently withdraw its Bid, and will be required to extend the validity period of the Bid-Security, if so required in this RFP.

6. Withdrawal and Modifications of Bids

Proposals may be modified or withdrawn in writing, at any time prior to the bid opening time.

- 6.1 Modification and/or any other complementary information shall be submitted in writing and in a sealed envelope, marked and labeled as required in the RFP before the Closing Time.
- 6.2 Bids may not be modified or withdrawn after the opening time. If a Bid is modified or withdrawn by the Bidder after opening time, UN-Habitat shall be entitled, without prejudices to any other remedies available to the UN-Habitat, to draw on the Bid Bond, if required in this RFP. In addition, the Vendor's registration status as a UN-Habitat Vendor may be subject to review by the UN-Habitat Vendor Review Committee and may constitute ground to suspend or remove the Vendor from the UN-Habitat vendor roster.

7. Rejection of Bids

- 7.1 UN-Habitat reserves the right to reject any and all bids if they are, *inter alia*:
- Received after the deadline stipulated in the RFP documents; or
 - Not properly marked or addressed as required in the RFP; or
 - Delivered to another UN-Habitat office location than the one required in the RFP; or transmitted by fax without express permission in the RFP or by the Procurement Unit
 - Unsolicited; or
 - Contains an alternate bid; or
 - Not otherwise in compliance with this RFP.
- 7.2 In exceptional situations, the UN-Habitat may cancel this RFP by a written notification to Vendors.

8. Split Awards

- 8.1 UN-Habitat reserves the right to split an award between bidders in any combination as it may deem appropriate.

9. No Commitment

- 9.1 This RFP contains no contractual offer of any kind. Any bid submitted will be regarded as an offer made by the bidder and not as an acceptance by the bidder of an offer made by

UN-Habitat. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of UN-Habitat and by the selected bidder. This RFP does not commit UN-Habitat to consider any bid or to award a contract.

10. Criteria for Evaluation

- 10.1 All bids will be evaluated in accordance with the provisions of the UN Financial Regulations and Rules as well as the requirements of this RFP. Refer to Annex D for the details.

11. Payment Terms

- 11.1 The Financial Regulations of the United Nations preclude advance payments and payments by letters of credit. Where prevailing commercial practice does not provide for advance payment, provisions for advance payments or payments by Letters of Credit in a proposal will be prejudicial to its evaluation by UN-Habitat. The normal terms of payment of the UN are 30 days (or similar discounted payment terms if offered by the proposal), upon satisfactory delivery of products or completion of services and acceptance thereof by United Nations. Proposer must clearly specify in their proposal the payment terms being offered.
- 11.2 The provisions of INCOTERMS 2010 shall apply to any delivery terms specified in this RFP.

12. Errors in Bids

- 12.1 Bidders or their authorized agents are expected to carefully examine any maps, drawings, specifications, circulars, schedules, and other instructions pertaining to the work, made available by the United Nations to the bidders for inspection. Failure to do so will be at the bidder's own risk. In case of an error in the totaling of prices, the unit price will govern.

13. Confidentiality

- 13.1 This RFP or any part thereof, and all copies thereof must be returned to UN-Habitat upon request. It is understood that this RFP is confidential and proprietary to UN-Habitat, contains privileged information, part of which may be copyrighted, and is communicated and received by you on the condition that no part thereof, or any information concerning it may be copied, exhibited or furnished to others without the prior written consent of UN-Habitat, except that specifications may be issued to prospective sub-contractors for the sole purpose of obtaining offers from them. Notwithstanding any other provisions of the RFP, bidders will be bound by the contents of this paragraph whether or not they submit a proposal or respond in any other way to this RFP.

14. Selection Process

- 14.1 The UN reserves the right, at its sole discretion, to:
- Award separate or multiple contracts for same or different elements covered by this RFP in any combination it may deem appropriate, or only a portion of the requirements. If a Bid is submitted on an "all or none" basis, it should be clearly stated as such.

- b. Reject any or all Bids received in response to this RFP and negotiate with any of the Bidders in any manner deemed to be in the best interest of the UN.
- c. Add new considerations, information or requirements at any stage of the process.

14.2 In exceptional situations, the UN may cancel this RFP by a written notification to Bidders.

15. Currency

- 15.1 Prices may be quoted in a currency other than the US Dollar. However, for the purposes of comparison of all Bids, the UN-Habitat will convert the currency quoted in the Bid to US Dollar, in accordance with the prevailing UN Operational Rate of Exchange at the Closing Time.
- 15.2 Unless otherwise agreed by the parties, the final contract/Purchase Order awarded to the selected Vendor, Bidder's invoices and the UN payments will be made in the currency as originally quoted by the Vendor in its Bid.

16. Price

- 16.1 The offered price should be all inclusive. If your price excludes certain fees and/or charges, you must provide a detailed list of excluded fees, with a complete explanation of the nature of those fees.
- 16.2 Unless otherwise provided in this RFP, the contract shall be concluded on a Firm Fixed Price basis, and shall not be subject to any adjustment, including the actual cost incurred by the Bidder in performing the contract or any market price change.

17. Security Instrument

- 17.1 A bid security is not required for this RFP.

18. Performance Security

- 18.1 The Bidder agrees that UN-Habitat shall deduct a sum equal to 10% of the contract price from the Contractor's payment, including, without limitation, by way of deduction of said amount from any payment due to the Contractor under this Contract. The performance security shall be valid for the entire period of the contract and for at least 30 days after the expiration date of the contract.

19. Liquidated Damages

- 19.1 If the Bidder fails to supply specified goods/services within the lead time to be stipulated in the contract or in the Purchase Order, for any reason other than the UN-Habitat act or omission, the UN-Habitat shall deduct as a liquidated damages, a sum equivalent to **0.1%** of the total contract/Purchase Order value for each business day of delay until actual delivery, up to a maximum deduction of **10%** of the total contract/Purchase Order value; all

without prejudices to any other remedies available to the UN-Habitat. A maximum grace period of 7 (seven) business days may be permitted. However, if the delivery is not completed within the grace-period, liquidated damages will apply from the day immediately following the required delivery date. Said amount is agreed to be a reasonable estimation of the damages which the UN-Habitat will sustain, without having required proving the actual damage.

20. Notice of Award

- 20.1 The selected Bidder(s) will be notified in writing that the UN is considering an award of contract. The contract award shall be subject to both parties mutually agreeing to the contract terms and conditions. No legal obligation exists until the contract is finalized and signed by both parties and/or the issuance of a Purchase Order (PO) by the UN-Habitat.
- 20.2 Unsuccessful Bidders will be notified in writing. The UN has the right to retain unsuccessful Bids. Unsuccessful Bidders having questions about the name of successful Bidder and the contract value are invited to contact UN-Habitat Procurement Section specified in this RFP.
- 20.3 This RFP is subject to the UN General Conditions of Contract (UNGCC). The UNGCC shall become an integral part of any Contract or Purchase Order resulting from this RFP. Copy of the UNGCC is attached in Annex G and the latest version of the UNGCC can be found at http://www.un.org/Depts/ptd/pdf/general_condition_goods.pdf.
- 20.4 By submitting a Bid, the Vendor confirms that it has accessed, read, understood, agreed and accepted the UNGCC. However, if any of the UNGCC provisions is not accepted, the Proposer is required to indicate in the Financial Proposal with specificity any reservations it has in respect to any of the provisions and must provide alternative language to the particular clause. Note that the extent of non-compliance with the UNGCC will be a factor in the evaluation process and may lead to the rejection of your Proposal.

21. Collusive Bidding and other Anti-competitive conduct

- 21.1 Vendors and their employees, officers, advisers, agents or sub-contracts must not engage in any collusive bidding or other anti-competitive conduct, or any other similar conduct in respect of this RFP or procurement process. "Collusive bidding", "other anti-competitive conduct", or "any other similar conduct" may include, inter alia, any attempt to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

22. Improper Assistance

- 22.1 Proposals that, in the sole opinion of the UN, have been compiled with the assistance of current or former employees or Contractors of UN, in violation of confidentiality obligations, or by using information not otherwise available to the general public or which would provide a non-competitive benefit shall also be excluded from further consideration.

23. Vendor Registration and update of information

- 23.1 Vendors must register with the UN or start the registration process in the United Nations Global Market (UNGM) located at <http://www.ungm.org>, before the Closing Time. The Vendor must be fully registered in order to be considered for a contract award. Vendors who have already registered in the UNGM shall keep the information updated at <http://www.ungm.org>.

24. Code of Conduct

- 24.1 By submitting a Bid, the Vendor confirms that it has accessed, read, understood and agrees to comply with the UN Supplier Code of Conduct, which, amongst others, prohibits collusive bidding, anti-competitive conduct, improper assistance and corrupt practices. Vendors should refer to the UN Supplier Code of Conduct at http://www.un.org/depts/ptd/pdf/conduct_english.pdf.
- 24.2 The procurement of goods and/or services by the United Nations shall be in compliance with Security Council resolutions, and the rules, regulations and policies promulgated by the United Nations' principal organs.

25. Miscellaneous

- 25.1 Vendors may find the UN Procurement Manual and UN Financial Regulations and Rules, which are applicable to this RFP, at <http://www.un.org/depts/ptd/pdf/pmrev6.pdf>.

TERMS OF REFERENCE

Background:

The housing sector as well as infrastructure in Fallujah District, has been severely affected by the recent hostilities resulted from ISIL invasion the city for about one and a half year and military actions resulted from the liberation by mid of 2016. A significant issue to supporting any reconstruction in the housing sector and buildings related to this sector will be ensuring increasing the return of the residence of this district and help stabilization of the community. Post-disaster housing rehabilitation presents one of the few opportunities available for upgrading the quality of vulnerable housing and supporting local authorities' responsibility to ensure safe housing for their citizens. UN-Habitat has the support of the Governor of Anbar to begin rehabilitation of housing in Fallujah district and improving infrastructure, in line with stabilization activities being undertaken in the area. Activities will be implemented in close coordination with the Governor's Office, local authorities and communities, and the Stabilization Programme, including mine action and wider infrastructure and services support.

Fallujah city considered one of the most important cities after Ramadi in Anbar Governorate. Fallujah district was liberated in June 2016. Despite a relatively only one and a half year of occupation by ISIL, infrastructure, including public service buildings and most of the city's houses were destroyed or badly damage.

Project Brief:

The project will introduce a range of solutions, which will in conclusion help and encourage the return of the Fallujah IDP's to their origin place, improving their living conditions by improving the water net system in the city. This will create job opportunities for the residence as well as the returnees. UN-Habitat will provide physical and technical support through supervise the supply and installation process.

Project Brief:

The project will introduce a range of solutions, which will in conclusion help and encourage the return of the Fallujah IDP's to their origin place, improving their living conditions by improving the sewage system in the city. This will create job opportunities for the residence as well as the returnees. UN-Habitat will provide physical and technical support through supervise the supply and installation process.

Expected Outcome:

Return of the residence in Fallujah District will be increased.

Outputs:

- 1-Improve sewage system in Fallujah .
- 2-Create Job Opportunities for the returnees as well as the residence.

Activities:

1. Construction of Septic tanks according to the specifications mentioned in the BOQ.
2. Construction of Manholes in Different Sizes according to the specifications mentioned in the BOQ.

Reporting:

The contractor will provide reports on a bi-weekly basis

Duration of Contract

Total duration : 45 Calendar Days
Expected Start Date : 10 February 2018
Expected End Date : 26 March 2018

Project site location : AlMukhtar Area-Zone 69-Fallujah District-Anbar Governorate

General notes:

1. All the material and works must be approved by UN-Habitat site engineer.
2. The dimensions and the quantities may vary according to the actual site situation.
3. This project is a full turnkey project, the Units should be ready to use after the contractor's works handover.
4. All materials must be new with good brands.
5. All metal parts must be painted with three coats by anti-rust.
6. Sandwich panel should be foam type approved by the supervisor engineers.

Annex D FINANCIAL PROPOSAL FORM

Bill of Quantities

Bidders **MUST** submit their financial proposals in the same format as per attached BOQ. Provide all the information in the tables inside.

Annex E Evaluation Criteria

Mandatory Requirement (Pass/Fail)

Offer will be neglected if the bidder got failed to provide/response to the requirements.

- i. Copy of the Certificate of Incorporation or Certificate of Registration. The bidder must provide satisfactory evidence that the bidder has completed its application process of registration to operate in Iraq or Kurdistan Region.
- ii. Valid registration ID of Ministry of trade.
- iii. All received offers exceeds +- 20% of the estimated cost will not be considered
- iv. UNGM Registration (UNGM No. to be Provided)

1-Technical Evaluation (Weight (distribution of score) = 60%)

- **Work Experience:** Total Volume of Work (in USD) over the past 4 years (2012-2016); Total Volume of Work (in USD) of a similar nature, carried out over the past 4 years; Largest Project(s)

of a similar nature performed by Company; Works performed for UN and/or similar organizations, local authorities.

- **Equipment:** Major Items of equipment proposed for the present works; Other Items of Equipment owned by Company.
- Company Profile (including information on company manager, engineers, administrative staff, equipment, previous projects, annual financial statement, etc.). Management personnel and technical staff to serve the project; administrative and other support staff for the project; Overall personnel structure of the company.
- **Financial Capacity:** Financial statement; proof of liquid assets; access to credit facilities; fixed assets for the last year 2016.

2- Financial Evaluation (Weight (distribution of score) = 40%)

The lowest price for the BOQ schedule will receive the highest score.