



Invitation to Bid

Reference: ITB-2011-039 Re-Tendering

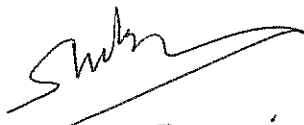
Subject: Supply of Water Pipes

Date: 15 December 2011

Dear Sir/Madam,

- 1 We hereby solicit your bid for the supply of following goods.
 - 2 To enable you to submit a bid, please find enclosed:
 - Annex I. Instructions to Bidders
 - Annex II. Bid Data Sheet
 - Annex III. General Terms and Conditions
 - Annex IV. Special Conditions
 - Annex V. Bid Submission Form
 - Annex VI. Bid Securing Declaration
 - Annex VII. Schedule of Requirements
 - Annex VIII. Technical Specifications
 - Annex IX. Price Schedule
 - 3 Interested Bidders may obtain further information at the following address:
E-mail: proc6.papp@undp.org
 - 4 Bids must be delivered to the below mentioned address on or before **05 January 2012 at 10 a.m. Jerusalem time.**
UNDP/PAPP Jerusalem Office – Main Building
4A Ya'qubi Street
East Jerusalem
- Late bids shall be rejected.**
- 5 Bids will be opened in the presence of Bidders' Representatives, who choose to attend, **05 January 2012 at 11 a.m. Jerusalem time at the following address:** Procurement Meeting Room UNDP/PAPP, 4A Ya'qubi Street, East Jerusalem.
 - 6 This letter is not to be construed in any way as an offer to contract with your firm.
 - 7 Any request for clarification received before **22 December 2011** will be documented and posted on the UNDP/PAPP designated website by **23 December 2011**. No inquiries will be accepted after **22 December 2011 at 10 a.m.**

Yours sincerely,


Khaled Shahwan
Deputy Special Representative (Operations)



Annex I INSTRUCTIONS TO BIDDERS

A. Introduction

1. **General:** The Purchaser invites Sealed Bids for the supply of goods to UNDP.
2. **Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bid.
3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.
6. **Amendments of Solicitation Documents:** No later than one week prior to the Deadline for Submission of Bids, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the Deadline for the Submission of Bids.

C. Preparation of Bids

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity shall be written in the language indicated on the Bid Data Sheet.
8. **Documents Comprising the Bid:**
The Bid must comprise the following documents:
 - (a) a Bid Submission form;
 - (b) a Price Schedule completed in accordance with the Annexure VII, VIII and IX and clause 11 of Instructions to Bidders;
 - (c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted,
 - (d) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;
9. **Documents Establishing Bidder's Eligibility and Qualifications:**
The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:



- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.

10. Documents Establishing Goods' Conformity to Bidding Documents:

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods.

11. Bid Currencies/Bid Prices: All prices shall be quoted in US dollars or any other convertible currency. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract.

12. Period of Validity of Bids: Bids shall remain valid for 120 days after the date of Bid Submission prescribed by the procuring UN entity pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the procuring UN entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

13. Bid Securing Declaration:

The bidder shall furnish as part of its bid a Bid Securing Declaration as specified in the Bid Data Sheet, in the form included in Annex VI of this bid, and shall adhere to:

- (a) The Bid Securing Declaration is to protect the Purchaser against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 13(e) below.
- (d) Any Bid not secured will be rejected by the Purchaser as non-responsive pursuant to clause 20 of Instructions to Bidders.
- (e) The Bidder will be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of Two (2) years from the date of bid closing:
 - i. If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
 - ii. In the case of a successful Bidder, if the Bidder fails to:
 - sign the Purchase Order in accordance with Clause 26 of Instructions to Bidders, or,
 - furnish Performance Security in accordance with Clause 27 of Instructions to Bidders.

D. Submission of Bids

14. Format and Signing of Bid: The Bidder shall prepare two copies of the Bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

15. Sealing and Marking of Bids:

- 15.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.
- 15.2 The inner and outer envelopes shall:
 - (a) be addressed to the Purchaser at the address given in the invitation letter of these Solicitation Documents; and



(b) make reference to the "subject" indicated in invitation letter of these Solicitation Documents, and a statement: "DO NOT OPEN BEFORE", to be completed with the time and the date specified in invitation letter of these Solicitation Documents for Bid Opening pursuant to clause 16 of Instructions to Bidders.

- 15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".
- 15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

16. Deadline for Submission of Bids/Late Bids:

- 16.1 Bids must be delivered to the office on or before the date and time specified in the invitation letter of these Solicitation Documents.
- 16.2 The Purchaser may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 16.3 Any Bid received by the Purchaser after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

17. **Modification and Withdrawal of Bids:** The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by the procuring UN entity prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

E. Opening and Evaluation of Bids

18. Opening of Bids:

- 18.1 The Purchaser will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in the invitation letter of this Solicitation Document. The Bidders' Representatives who are present shall sign a register evidencing their attendance.
- 18.2 The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Securing Declaration and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 20 of Instructions to Bidders.
- 18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.
- 18.4 The Purchaser will prepare minutes of the Bid Opening.

19. **Clarification of Bids:** To assist in the examination, evaluation and comparison of Bids the procuring UN entity may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

20. Preliminary Examination:

- 20.1 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.
- 20.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- 20.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. **Conversion to Single Currency:** To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.
22. **Evaluation of Bids:** Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.4	Compliance with start-up, delivery or installation deadlines set by the procuring entity.
1.5	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honouring the tax-free status of the UN.
1.6	Demonstrated ability to honour important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
1.7	Proof of after-sales service capacity and appropriateness of service network.

F. Award of Contract

23. **Award Criteria:** The procuring UN entity will Issue the Purchase Order to the lowest priced technically qualified Bidder. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.
24. **Purchaser's Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to % the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
25. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Purchase Order. The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this purchase order, as herein specified. Acceptance of this Purchase Order shall affect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order.
26. **Signing of the Purchase Order:** Within seven (7) days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the purchaser.
27. **Performance Security:** The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, within seven (7) days of receipt of the Purchase Order from the purchaser.

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and suspension of the Bidder from being eligible for bidding in any contract with the Procuring Entity for the period of time of Two (2) years from the date of bid closing, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.

Annex II
BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Language of the Bid (clause 7)	English
Documents comprising the bid clause (8)	The following documents should be submitted by the bidder: (a) Bid Submission Form (Annex V); (b) Bid Securing Declaration (Annex VI); (c) Price Schedule (Annex IX); (d) Written power of attorney, authorising the signatory of the bid to commit the bidder; and (e) All documents listed below in "Documents Establishing Bidder's Eligibility & Qualifications" and "Documents Establishing Goods' Conformity to Bidding Documents."
Documents Establishing Bidder's Eligibility & Qualifications (clause 9)	1) Company registration certificate to show company is a legal entity; 2) Tax Clearance Certificate (for Palestinian suppliers); 3) Company profile, including detailed range of products, location of offices, factory facilities and contact details of key personnel. Company must be able to demonstrate 10 years of experience in the supply of product required for this tender. 4) List and value of contracts successfully completed in the last three (3) years of a similar size and nature, including contact details of clients who could be contacted for reference purposes; 5) Audited financial accounts for the most recent available three (3) fiscal years. UNDP/PAPP will check the financial accounts to compute the quick ratio. Quick ratio tests the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities. Bidders with financial accounts must show a quick ratio of more than one (1); 6) An Official letter from bidder's bank certifying the actual approved credit facilities ceiling and balances of all active accounts within the bank. The UNDP/PAPP reserves the right to request the bank statements from potential suppliers if required during evaluation stage. 7) Certificate that company is a certified authorized dealer for selling and maintaining the quoted goods from relevant mother companies and governmental authorities; 8) Information regarding any litigation, current or during the last three (3) years in which the bidder was/is involved, the parties concerned and the disputed amounts and awards;
Documents Establishing Goods' Conformity to Bidding Documents (clause 10)	9) Detailed specifications, including full technical data of all proposed equipment. Catalogues in English should be provided for all goods tendered for; 10) Manufacturer, model and country of origin (certificates of original may be requested); 11) Detailed delivery schedules and milestones from placement of order to installation and commissioning equipment; 12) Full details of warranty; 13) Details of extended warranty options; 14) Confirmation that spare parts will be available in the market for the coming 10 years;

	15) Quality Assurance certificates: CE, ISO9001:2001/2008 (or equivalent)																								
Bid Currency/Bid Price (clause 11)	<p>All Prices shall be quoted in USD.</p> <p>The prices quoted shall be as per following INCOTERMS 2010 from supplier's warehouse to the locations mentioned in the distribution list to include loading, un-loading, in-land transportation and stacking at beneficiary warehouses:</p> <p><input type="checkbox"/> FOB <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input type="checkbox"/> other (...)</p> <p>Place: distribution list – Detailed final location are placed in Annex VII.</p> <table border="1"> <thead> <tr> <th>#</th> <th>Governorate</th> <th>No. of locations in each Governorates</th> <th>Note</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Tulkarem</td> <td>9</td> <td>6": 7,880 , 4": 970</td> </tr> <tr> <td>2</td> <td>Qalqiliyah</td> <td>9</td> <td>6": 4,342 , 4": 1,469</td> </tr> <tr> <td>3</td> <td>Jenin</td> <td>9</td> <td>4": 10,807</td> </tr> <tr> <td>4</td> <td>Jordan Valley</td> <td>2</td> <td>6": 2,000</td> </tr> <tr> <td>-</td> <td>Total</td> <td>29</td> <td>6": 14,222 , 4": 13,246</td> </tr> </tbody> </table>	#	Governorate	No. of locations in each Governorates	Note	1	Tulkarem	9	6": 7,880 , 4": 970	2	Qalqiliyah	9	6": 4,342 , 4": 1,469	3	Jenin	9	4": 10,807	4	Jordan Valley	2	6": 2,000	-	Total	29	6": 14,222 , 4": 13,246
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Period of Validity of Bid (clause 12)	<input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days If different, specify																								
Bid Securing Declaration (clause 13)	The Bid Securing Declaration form shall be completed and provided with the Bid Submission Form. The template is available under Annex VI.																								
Sealing and Marking of Bids (clause 15)	<p>The outer envelope shall be addressed to UNDP at the following address:</p> <div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>UNDP/PAPP Jerusalem Office – Main Building 4A Ya'qubi Street East Jerusalem</p> <p>SUBJECT: ITB -2011-039 Supply of Water Pipes</p> <p>"DO NOT OPEN BEFORE 02 November 2011 at 11 a.m. Jerusalem time "</p> <p><u>"NOT TO BE RECEIVED BY RECEPTION, REGISTRY OR PROCUREMENT"</u></p> </div> <p>The outer envelope shall indicate the name and address of the bidder;</p>																								
Opening of Bids (clause (18)	<p>UNDP will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in the invitation letter of this Solicitation Document.</p> <p>The Bidders' Representatives shall carry a letter of authorization permitting the holder(s) of the letter to attend the bid opening meeting on behalf of the bidder, and shall sign a register evidencing their attendance.</p>																								
Preliminary Examination – completeness of bid	<input type="checkbox"/> Partial bids permitted <input checked="" type="checkbox"/> Partial bids not permitted																								
Delivery Period	Delivery time to final destinations in West Bank: It is expected that the goods be delivered within a period of maximum Two (2) months after the date of the signature of the purchase order. The offered delivery period of the goods shall be included under the																								



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Schedule of Requirements in Annex VII.	
Purchaser's Right to Vary Requirements at Time of Award	<input checked="" type="checkbox"/> 25% increase or decrease <input type="checkbox"/> Condition waived <input type="checkbox"/> Condition applies but change limit to%
Compliance with any other clause required?	<input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, specify: <ol style="list-style-type: none"> 1. Bidders shall be prepared to furnish, when requested, price analysis for any or all items in the Bill of Quantities. 2. Bidders shall be prepared to furnish, when requested, the necessary information to any Credit Agency hired by the UNDP Headquarters to allow submit a Credit Rating Report.



Annex III General Terms and Conditions

- 1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.
- 2. PAYMENT**
 - 2.1 UNDP shall, on fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
 - 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
 - 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
 - 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.
- 3. TAX EXEMPTION**
 - 3.1 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 utilities 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
 - 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.
- 4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.
- 5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.
- 6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.
- 7. INSPECTION**
 - 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.



7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1 The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2 Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates 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.



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Resilient nations.*

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. 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, or relating to this Purchase Order 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

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.



**Annex IV
 Special Conditions**

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Maintenance Guarantee	
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply	<p>a) Within seven (7) days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by UNDP, the Contractor shall, at its own cost and expense furnish to the UNDP a Maintenance Guarantee in an amount equal to five percent (5%) of the Contract Price. The Maintenance Guarantee shall be valid until the end of the Warranty Period.</p> <p>b) If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement.</p> <p>c) If the Supplier fails to replace the defect during the above specified period, then UNDP does these repairs at the expense of the Supplier, which shall be deducted from due sums against the Maintenance Guarantee.</p>
Liquidated damages	
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply	<p>If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 2 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods of the Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order.</p>
Performance Security	
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply	<p>a) Within seven (7) days of receipt of the Purchase Order from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order Value.</p> <p>b) The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity.</p> <p>c) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.</p> <p>d) The Performance Security shall be denominated in the currency of the Purchase Order and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad in the form provided in these Solicitation Documents.</p> <p>e) The Security will be returned to the Supplier upon the provision of a Maintenance Guarantee in an amount of five percent (5%) of the Purchase Order Value to be valid for 12 months (Warranty Period).</p>
Compliance with any other condition (s) required?	
<input type="checkbox"/> Applies <input type="checkbox"/> Does not apply	



Annex V
Bid Submission Form

To: The procuring entity

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the Project of _____ in conformity with the said bidding documents for the sum of:

[total bid amount in words and figures] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to execute in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of ____ days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

If requested, we also agree to furnish the UNDP with further references by way of an authorization letter from our Bank(s).

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

Dated this day of [year].

.....
Signature

.....
[in the capacity of]

Duly authorized to sign the Bid for and on behalf of



ANNEX VI
Bid Securing Declaration

[The Bidder shall fill in this form in accordance with the instructions indicated]

Date: 15 December 2011

ITB-2011-039 RE-tendering

To: UNDP/PAPP

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of TWO (2) YEARS from the date of bid closing, if we are in breach of our obligation(s) under the bid conditions, because:

- (a) We withdrawn our Bid during the period of bid validity specified in the Form of Tender; or
- (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of twenty-eight days after the expiration of our Tender.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]
Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]



Annex VII SCHEDULE OF REQUIREMENTS

1) Delivery

Delivery is required under INCOTERM 2010 DAP to the locations mentioned in the below list to include all required loading, unloading and inland transportation to the final site location.

2) Quality Assurance

The contractor shall offer new -not used before or renewed - black steel pipes with diameters 4" and 6" and thickness of 5/32" or at least 3.96 mm confirming with these specifications and other relevant international and/or local regulations.

3) Submittals

- A. Provide the source and confirmation testing for the supplied pipes.
- B. Certified copies of manufacturers' quality control test results and reports

4) Warranty

The contractor shall warrant the pipes, fittings and valves, water meters against manufacturer defects in workmanship and materials for at least 3 year.

5) Reference Standards

- A. All according to (ISO) standard
- B. Israel Standard IS 530 – requirements for steel pipes for general use and it must have the (Taken) stamp or equivalent.
- C. American Water Works Association AWWA C200-97. AWWA Standard for Steel pipe 6" (150 mm) and larger or equivalent.
- D. American Water Works Association AWWA C207-01. AWWA Standard for Steel Pipe Flanges for Water works Service-Sizes 4 IN. through 144 IN or equivalent...
- E. American Water Works Association AWWA C208-01. AWWA Standard for Dimensions for Fabricated Steel Water Pipe Fittings or equivalent...
- F. American Water Works Association AWWA C509-01. AWWA Standard for Resilient-Seated Gate Valves for Water Supply Service or equivalent.
- G. American Water Works Association AWWA C704-92. AWWA Standard for Propeller Type Meters for Waterworks Applications or equivalent.
- H. ANSI/ASTM A53-Standard Specification for Pipe, Steel, Black and Hot -Dipped, Zinc-Coated, Welded and Seamless or equivalent.
- I. ISO 6002-1992: Bolted bonnet steel gate valves or equivalent.
- J. ISO 5996-1984: Cast Iron gate valve or equivalent.
- K. PSI 186-97: Steel pipes for general use or equivalent.

6) Materials

1. Steel pipes:

Black Steel Pipes with Diameters 4 and 6 inches rated for a pressure of at least 16 bars and shall have minimum wall thickness of 5/32" or 3.96 mm in accordance with PSI 186-97 and AWWA C200-97 or equivalent.

2. One way valves (no return valves):

One way (no return) valves shall be flanged cast iron, swing type with gaskets and flanged ends. Valves to be coated with fusion bonded epoxy and rated for a pressure of at least 16 bars.

3. Gate valves

Gate valves shall be flanged cast iron gate valves with gaskets and flanged ends. Valves to be coated with fusion bonded epoxy, resilient wedge, with non rising 304 Stainless steel stem and with hand wheel for standard operation. Valves to be rated for a pressure of at least 16 bars, Gate valve shall conform to AWWA C-509 standards or equivalent.

4. Water meters: Water meters shall be of propeller type with flanged ends and gaskets. The meters shall conform with AWAA C704-92 standards or equivalent.

7) Execution

- The contractor to submit technical information, testing data and source for the material specified in the bill of quantities to the engineer for approval.
- The contractor to deliver new pipes, valves, water meters, fittings and accessories in accordance with these specifications and in quantities and locations shown in the specific tables (Table 2).
- After delivery is complete, the owner will inspect the material delivered to check for compliance with specifications, then after complete inspection of material delivered, the contractor work is completed.

8) Measurement and Payment

- The payment will be in accordance of the unit prices shown in the bill of quantities.
- Only items mentioned clearly in the bill of quantities and implemented under this specification and approved by the supervising engineer will be measured and paid for.

9) Schedule Of Requirements

Item No	Description	Unit	Total Quantity
1	Supply and deliver steel pipe 6" in diameter at least 3.96 mm in accordance with specification, rated for a pressure of at least 16 bars. Pipes to be delivered to locations in the North Districts of West Bank as detailed in table (2)	LM	14,222
2	Supply and deliver steel pipe 4" in diameter at least 3.96 mm in accordance with specification, rated for a pressure of at least 16 bars. Pipes to be delivered to locations in the North Districts of West Bank detailed in table (2)	LM	13,246
3	Supply 6" one way valve swing type rated for a pressure of at least 16 bars with all accessories required for installation including bolts and flanges in accordance with specifications	No.	7
5	Supply 6" gate valve rated for a pressure of at least 16 bars with all accessories including bolts and flanges in accordance with specifications	No.	28
7	Supply 4" gate valve rated for a pressure of at least 16 bars with all accessories including bolts and flanges in accordance with specifications	No.	30
8	Supply 6" water meter (propeller type) rated for a pressure of at least 16 bars with all accessories required for installation including bolts and flanges and in accordance with specifications	LS	7

10) Locations

#	Governorate	Location	Quantity 6"	Quantity 4"
1	Tulkarem	Illar 1	1,165	-
2		Illar 2	1170	-
3		Ateel1	845	120
4		Ateel 2	1,000	-
5		Tulkarem 1	1,000	-
6		Tulkarem 2	1,000	-
7		Tulkarem 3	700	-
8		Baqa Alsharqiyah	-	850
9		Kofr Zibad	1,000	0
-	Total		7,880	970
10	Qalqiliyah	Azzun Atmeh 1	560	340
11		Azzun Atmeh 2	500	-
12		Azzun Atmeh 3	200	220
13		Azzun Atmeh 4	280	270
14		Al-Nabi Elias	138	419
15		Qalqiliyah 1	-	220
16		Qalqiliyah 2	1,074	-
17		Qalqiliyah 3	950	-
18		Izbet Salaman	640	-
-	Total		4342	1,469
19	Nablus	Alnasaria	1,000	-
20		Froosh Beit Dajan	1,000	-
-	Total		2,000	0
21	Jenin	Qabatia 1	-	1,000
22		Qabatia 2	-	2,000
23		Aljalamah	-	1,200
24		Dair Ghazala	-	1,395
25		Kofr Dan1	-	1,006
26		Kofr Dan2	-	506
27		Arabah	-	500
28		Sanour 1	-	1,000
29		Sanour 1	-	2,000
-	Total		0	10,807
-	Grand Total		14,222	13,246

**Annex IX
PRICE SCHEDULE**

1. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
2. It should be ensured that the following is provided for all goods quoted for:
 - a. Unit cost including
 - i. Delivery DAP INCOTERM final destinations
 - ii. all required standard accessories and consumables for correct functioning of pipes
 - b. Warranty for minimum 12 months for Accessories and 3 Years for pipes
3. Estimated weight/volume of the consignment must be part of the documentation submitted.
4. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
5. The payment for this section will be in accordance of the unit prices shown in the bill of quantities.
6. Only items mentioned clearly in the bill of quantities and implemented under this specification and approved by the supervising engineer will be measured and paid for.

Description	Unit	Quantity Required	Unit price (USD)	Total Price (USD)
1 Supply and deliver steel pipe 6" in diameter at least 3.96 mm in accordance with specification, rated for a pressure of at least 16 bars. Pipes to be delivered to locations in the North Districts of West Bank as detailed in table (2)	LM	14,222		
2 Supply and deliver steel pipe 4" in diameter at least 3.96 mm in accordance with specification, rated for a pressure of at least 16 bars. Pipes to be delivered to locations in the North Districts of West Bank detailed in table (2)	LM	13,246		
3 Supply 6" one way valve swing type rated for a pressure of at least 16 bars with all accessories required for installation including bolts and flanges in accordance with specifications	No.	7		
5 Supply 6" gate valve rated for a pressure of at least 16 bars with all accessories including bolts and flanges in accordance with specifications	No.	24		
7 Supply 4" gate valve rated for a pressure of at least 16 bars with all accessories including bolts and flanges in accordance with specifications	No.	30		
8 Supply 6" water meter (propeller type) rated for a pressure of at least 16 bars with all accessories required for installation including bolts and flanges and in accordance with specifications	No.	7		
GRAND TOTAL				

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Bidder Name.....

Signature of Bidder and Stamp

Date