Invitation to Bid

Reference: ITB-2011-008

Subject: Supply and installation of nine elevators for Sharafat Social Housing Project in Beit Safafa - Jerusalem

Date: 12 April 2011

We hereby solicit your bid for the Supply and Installation of nine elevators for Sharafat Social Housing Project in Beit Safafa - Jerusalem.

1. 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 Statement of Works
   - Annex VIII Technical Specifications
   - Annex IX Drawings
   - Annex X Price Schedule (Bill of Quantities)

2. Interested Bidders may obtain further information at the following address:
   E-Mail: proc7.papp@undp.org

3. Pre-bid meeting will be held at the site, on 3 May 2011 at 11:00 am.

4. Bids must be delivered to the below mentioned address on or before 16 May 2011 on 12:00 noon. Late bids shall be rejected.

5. Bids will be opened in the presence of Bidders’ Representatives, who choose to attend, on 16 May 2011 at 12:30 p.m. at the following address:

   United Nations Development Programme (UNDP / PAPP)
   4A Ya’qoubi Street
   PO Box 51359
   Tel: 02-6268200
   Jerusalem

The envelope should be clearly marked with the title “ITB-2011-008 Supply and installation of nine elevators for Sharafat Social Housing Project in Beit Safafa – Jerusalem”.

ITB-2011-008

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6 This letter is not to be construed in any way as an offer to contract with your firm.

7 Any request for clarification related to this ITB should be submitted in writing to proc7.papp@undp.org no later than 4 May 2011. Answers to any clarifications received will be posted on the following web address by 10 May 2011: www.undp.ps/aboutundp/forms.html
No inquiries will be accepted after 4 May 2011

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 two weeks 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;
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 Security:

The bidder shall furnish as part of its bid either a Bid Securing Declaration or a Bid Security as specified in the Annex II (BDS). A Bid Securing Declaration shall use the form included in Annex VI of this ITB. If a Bid Security is specified then the following should be adhered to:

(a) The Bidder may be requested to furnish at its own cost and expense, as part of its Bid, a Bid Security to the UNDP in the amount as indicated in the Annex II (BDS).
(b) The Bid Security is to protect the Purchaser against the risk of the Bidder’s conduct which would warrant the security’s forfeiture, pursuant to Clause 13(g) below.

(c) The Bid Security shall be denominated in the currency of the Purchase Order or in a freely convertible currency and shall be in one of the following forms:
   i. bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser’s country or abroad, and in the form provided in these Solicitation Documents, or,
   ii. cashier’s cheque, or certified cheque.

(d) Any Bid not secured in accordance with Clauses 13 a) and 13 c) above will be rejected by the Purchaser as non-responsive pursuant to clause 20 of Instructions to Bidders.

(e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Purchaser pursuant to clause 12 of instructions to Bidders.

(f) The successful Bidder’s Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders.

(g) The Bid Security may be forfeited:
   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 section I of these Solicitation Documents; and
      (b) make reference to the “subject” indicated in section I of these Solicitation Documents, and a statement: “DO NOT OPEN BEFORE”, to be completed with the time and the date specified in section I 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 section I 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 section I 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 Security 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.

<table>
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<tr>
<th>Evaluation Criteria</th>
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<tbody>
<tr>
<td>1.1 Compliance with pricing conditions set in the ITB.</td>
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<tr>
<td>1.2 Compliance with requirements relating to technical design features or the product’s ability to satisfy functional requirements.</td>
</tr>
<tr>
<td>1.3 Compliance with Special and General Conditions specified by these Solicitation Documents.</td>
</tr>
<tr>
<td>1.4 Compliance with start-up, delivery or installation deadlines set by the procuring entity.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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).</td>
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<tr>
<td>1.7 Proof of after-sales service capacity and appropriateness of service network.</td>
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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 15 % 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 30 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 30 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 forfeiture of the Bid Security, 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(BDS)

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.

<table>
<thead>
<tr>
<th>Relevant clause(s) of Instruction to Bidders</th>
<th>Specific data complementing, supplementing, or amending instructions to Bidders</th>
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<tbody>
<tr>
<td>Language of the Bid</td>
<td>English</td>
</tr>
<tr>
<td>Clarifications</td>
<td>Email: <a href="mailto:proc7.papp@undp.org">proc7.papp@undp.org</a></td>
</tr>
<tr>
<td>Bid Price</td>
<td>The prices quoted shall be as per following INCOTERMS 2000 and place:</td>
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<td></td>
<td>DDU to include loading/un-loading, insurance, transportation to final site</td>
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<td>location/s, installation, initial start-up and training. In addition to the</td>
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<td>stated preliminary civil works stipulated in item # 1 of the BOQ.</td>
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<tr>
<td></td>
<td>Place: Sharafat Social Housing Project - Jerusalem</td>
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<tr>
<td>Documents comprising the bid</td>
<td>The following documents should be submitted by the bidder:</td>
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<tr>
<td></td>
<td>(a) Bid Submission Form</td>
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<td></td>
<td>(b) Bid Securing Declaration</td>
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<td></td>
<td>(c) Price Schedule</td>
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<td>(d) Written power of attorney, authorising the signatory of the bid to</td>
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<td></td>
<td>commit the bidder</td>
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<td></td>
<td>(e) All documents listed below in “Documents Establishing Bidder’s</td>
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<td></td>
<td>Eligibility &amp; Qualifications”</td>
</tr>
<tr>
<td>Documents Establishing Bidder’s Eligibility &amp; Qualifications</td>
<td>(a) Valid registration with Ministry of Finance and Tax Clearance certificates (for Palestinian suppliers)</td>
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<td></td>
<td>(b) Business registration certificate from chamber of commerce</td>
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<td></td>
<td>(c) List and value of major contracts successfully completed in the last 3 years of a similar size and nature, including contact details of clients who could be contacted for reference purposes.</td>
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<td></td>
<td>(d) Three recommendation letters from corporate customers.</td>
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<td></td>
<td>(e) Audited financial accounts for the past 2 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.</td>
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<tr>
<td></td>
<td>(f) Liquid assets and/or credit facilities, net of other contractual</td>
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<td></td>
<td>commitments and exclusive of any advance payments which may be made under the Contract, of no less than US$ 100,000 (proof via an</td>
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</table>
official bank credit letter will be requested from successful bidder before contract award)

(g) Tentative Work plan

(h) Information regarding any litigation, current or during the last 5 years in which the bidder was/is involved, the parties concerned and the disputed amounts and awards

(i) CVs of key personnel involved in the project to include the certificates of factory trained engineers/technicians

(j) Bidder should provide evidence that they are in continuous business of servicing and supplying the specific product mentioned in the Invitation To Bid during the last three years.

(k) Certificate from main company and/or manufacturer that bidder is a certified authorized dealer for selling and maintaining the quoted goods and possess the technical capabilities.

(l) Certificate that bidder can import spare parts.

(m) Proof of after-sales service capacity.

(n) Company profile.

Minimum required key personnel

- **Qualified Civil Engineer** with Engineering degree and minimum of 5 years experience in works with a similar nature (full-time resident position)
- **Electrical Engineer** with a minimum of 5 years of experience in works with a similar nature (full-time resident position)
- **Mechanical Engineer** with a minimum of 5 years of experience in works with a similar nature (full-time resident position)

The above key personnel are subject to UNDP Approval.

Bid Validity Period.  **120 days**

Bid Security

The following form should be completed and provided with the bid submission:

- Bid Securing Declaration
- Bid Security Declaration Template can be found in Annex VI.

Preliminary Examination – completeness of bid.  **Partial bids are not permitted**

Time for Completion

The Estimated duration of contract implementation is five (5) calendar months inclusive the procurement of elevators and shafts preliminary preparation.
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
Not Applicable for this particular project.

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.

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.

<table>
<thead>
<tr>
<th>Warranty/Guarantee</th>
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<tr>
<td>☒ Applies ☐ Does not apply</td>
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<tr>
<th>Liquidated damages</th>
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<tr>
<td>☒ Applies ☐ Does not apply</td>
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<table>
<thead>
<tr>
<th>Performance Security</th>
</tr>
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</table>
| ☒ Applies ☐ Does not apply | a) Within 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.  

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.  

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.  

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.  

e) The Security will be returned to the Supplier within 30 days of completion of the Purchase order, including any warranty obligation. |
## Payments by UNDP/PAPP

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1. In the case of requesting an advance payment by the successful bidder within 30 days maximum from date of signing the purchase order; the UNDP/PAPP shall pay the successful bidder an advance payment up to 20% of the order value upon signature of the purchase order between the UNDP/PAPP and the successful bidder and submission of the following documents by the latter on behalf of UNDP/PAPP:
   - An irrevocable bank guarantee for the same value of the advance payment valid for the period of 28 days after the intended completion date.
   - The required Performance Security as stipulated in this ITB.

2. The amount of the advance payment if paid to the successful bidder shall be subject to a deduction of a **20% (twenty percent)** of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment when 80% of the works are completed. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of completion of 80% the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after completion or may recover such amount from the bank guarantee.

3. On each payment, UNDP shall withhold a per centum of the invoice amount, up to a maximum of (10%) of the total price of the purchase order for due performance of execution. Half of this amount (5%) shall be returned to the Contractor within Forty (40) days upon the substantial completion and taking-over of the Works, and the remaining (5%), will be retained as maintenance guarantee until the end of the one year defects liability period. The retained 5% maintenance guarantee can be replaced with maintenance bank guarantee for the same value and until the end of the defects liability period.
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<th>Value Added Tax (VAT)</th>
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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 **Supply and installation of nine elevators for Sharafat Social Housing Project in Beit Safafa** 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 120 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: [insert date]
Reference No.: ITB-2011-008
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 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

STATEMENT OF WORKS

Elevators for Sharafat Housing Project

PROJECT DESCRIPTION

Housing problems have been identified as the number one reason behind leaving Jerusalem by Palestinian families.

UNDP/PAPP has been entrusted by the Government of Italy a Grant of US$ 1.5 million for the implementation of social housing projects. It is envisaged that the Grant will contribute to improve the physical and social infrastructure services in the selected areas of the Jerusalem area.

The Latin Patriarchate of Jerusalem has been selected for this project as one of the impact areas and the activities will consist of Landscaping, Construction and Finishing Works within the already running project ‘Sharafat Social Housing’ in Beit Safafa.

The entire project is comprised of construction of 80 residential units served with the infrastructure like; roads, sewerage, water network and electricity network. The project has been divided in a number of packages and stages.

Brief of Package:

Package UNDP/PAPP: Supply and installation of 9 elevators for residential purposes as per attached technical specifications.

The activities briefly include the following:

1. Mobilization
2. Supply
3. Installation
4. Test
5. Commission
6. Certification
7. Maintenance
8. Guarantee

The Estimated duration contract implementation is five (5) calendar months inclusive the procurement of elevators, shafts preliminary preparation. The successful contractor shall be bond to execute the installation, operational tests and full commission ie Substantial completion of works within two (2) calendar months effective date the handover of the nine building shafts. It’s worth noting that Five (5) Building shafts are ready for installation works, however, the remaining Four (4) building shafts will be ready at the latest Oct. 2011.
Annex VIII

TECHNICAL SPECIFICATIONS

ATTACHED
Annex IX

DRAWINGS

ATTACHED
Annex X

PRICE SCHEDULE (Bill of Quantities)

ATTACHED