

INVITATION TO BID

**a Consultancy for Preparing a Site Development Plan Including a
Construction Document and General Layout for Qulaan Site at Wadi El
Gemal National Park WGNP, Red Sea Governorate.**

Egypt

**Egyptian Italian Environmental Cooperation Project – Phase III
United Nations Development Programme UNDP
June, 2022**

Section 1. Letter of Invitation

Red Sea Governorate, WGNP – Qulaan Site

[21st of June 2022]

Preparing a Site Development Plan Including a Construction Document and General Layout for Qulaan Site at Wadi El Gemal National Park WGNP Red Sea Governorate.

Dear Mr./Ms.:

The Egyptian Italian Environmental Cooperation Project – Phase III (EIECP III) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Form for Bid Security
- Section 11 – Contract to be Signed, including General Terms and Conditions

Your offer, comprising of a Technical Bid and Price Schedule, together in a sealed envelope, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to the project to the following address:

Egyptian Italian Environmental Cooperation Project – Phase III- EIECP III 28 El Mohandseen El Askareen Tower, 4th floor, flat 42, Misr Helwan Al Zeraii Street, Maadi, Cairo Dr Yousria Hamed

The letter should be received by the project no later than 07th of July 2022. The same letter should advise whether your company intends to submit a Bid. If that is not the case, the project would appreciate your indicating the reason, for our records.

If you have received this ITB through a direct invitation by the project, transferring this invitation to another firm requires notifying the project accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

The project looks forward to receiving your Bid and thanks you in advance for your interest in the project procurement opportunities.

Deadline for receiving offers Tuesday 25th of July 2022

Yours sincerely,

Dr Yousria Hamed, Project Manager

Section 2: Instruction to Bidders¹

Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by the project.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the project and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that the project requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by the project for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by the project to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of the project and/or the obligations of the

¹ Note: this Section 2 - Instructions to Bidders shall not be modified in any way. Any necessary changes to address specific country and project information shall be introduced only through the Data Sheet.

offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.

- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as Section 3 which lists the goods required by the project, their specifications, the related services, activities, tasks to be performed, and other information pertinent to the project’s receipt and acceptance of the goods.
- n) *“Services”* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by the project under the ITB.
- o) *“Supplemental Information to the ITB”* refers to a written communication issued by the project to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

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

any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

- 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged the project to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, the project.

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

6. Similarly, the following must be disclosed in the Bid:

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of the project staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to the project's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
8. All Bidders must adhere to the the project Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

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

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);

- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the project address indicated in the **Data Sheet** (DS no. 17). The project will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 The project shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of the project to extend the submission date of the Bid, unless the project deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, the project may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, the project may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

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

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and the project, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data**

Sheet, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and the project.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder’s response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that the project require may be transferred, immediately or eventually, by the project to the Government partners, or to an entity nominated by the latter, in accordance with the project’s policies and procedures. All bidders are therefore required to submit the following in their bids:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any

- disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to the project that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, the project reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with the project’s acceptance of the justification for substitution, and the project’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

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

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

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices

of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 The project will convert the currency quoted in the Bid into the project preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then the project shall reserve the right to award the contract in the currency of the project's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

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

- 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 authorized 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; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of the project's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by the project if they are found to have any of the following:

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

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between the project and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

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

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

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

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

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

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

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

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, the project reserves the right to award a contract based on an alternative bid.

21. Validity Period

- 21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by the project and rendered non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the project may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the the project website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

- 23.1 The Technical Bid and the Price Schedule **must be submitted together and sealed together in one and the same envelope**, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must:
- a) Bear the name of the Bidder;
 - b) Be addressed to the project as specified in the **Data Sheet** (DS no.20); and
 - c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

- 23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with the project's deadline for submission. The project shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the project premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of the project as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by the project at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

The project shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by the project after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by the project, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by the project.

25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by the project prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline

for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

The project will open the Bid in the presence of an ad-hoc committee formed by the project of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as the project may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

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

Any effort by a Bidder to influence the project in the examination, evaluation and comparison of the Bid or contract award decisions may, at the project's decision, result in the rejection of its Bid.

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

E. EVALUATION OF BID

28. Preliminary Examination of Bid

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

29. Evaluation of Bid

29.1 the project shall examine the Bid to confirm that all terms and conditions under the project General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by the project in the criteria after all Bids have been received.

29.1 The project reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following:

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

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, the project may, at its discretion, ask any Bidder to clarify its Bid.

The project's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by the project in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by the project, shall not be considered during the review and evaluation of the Bid.

31. Responsiveness of Bid

The project's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and

specifications of the ITB without material deviation, reservation, or omission.

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

32. Nonconformities, Repairable Errors and Omissions

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

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

32.5 Provided that the Bid is substantially responsive, the project shall correct arithmetical errors as follows:

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

32.6 If the Bidder does not accept the correction of errors made by the project, its Bid shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

33.1 The project reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for the project's action. Furthermore, the project is not obligated to award the contract to the lowest price offer.

33.2 The project shall also verify, and immediately reject their respective Bid, if the Bidders

are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria

Prior to expiration of the period of Bid validity, the project shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, the project reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twentyfive per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

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

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, the project may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by the project, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and the project.

38. Bank Guarantee for Advanced Payment

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

39. Vendor Protest

The project's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/procurement/protest.shtml>

Instructions to Bidders

DATA SHEET²

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Egyptian Italian Environmental Cooperation Project – Phase III- EIECP III
2		Title of Goods/Services/Work Required:	Preparing a site development plan including a construction document and general layout for Qulaan site at Wadi El Gemal National Park WGNP Red Sea Governorate.
3		Country:	Arab Republic of Egypt- Red Sea Governorate, Wadi El Gemal National Park.
4	C.13	Language of the Bid:	<input type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input checked="" type="checkbox"/> The bid to be submitted in English or Arabic
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input type="checkbox"/> Allowed [if yes, describe how, and ensure that requirements properly define the sub-parts]

² All DS number entries in the Data Sheet are cited as references in the Instructions to Bidders. All DS Nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "n/a" but must not be deleted.

			<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered. A Bidder may submit an alternative Bid, <u>but only if it also submits a Bid that meets the base case (i.e., what is originally required by the project in this ITB).</u> The project shall only consider the alternative bid offered by the Bidder whose Bid for the base case was determined to be a responsive Bid that offers the lowest price.
7	C.22	A pre-Bid conference will be held on:	Upon Bidders' request by phone or email Telephone: 02) 25271336 E-mail: hamedyousria@yahoo.co.uk
8	C.21.1	Period of Bid Validity commencing on the submission date	<input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Required Amount: 2% Form: check <input type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Bid Security ³	<input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template) <input checked="" type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check <input type="checkbox"/> Other negotiable instrument <input type="checkbox"/> Cash (exceptionally, if none of the other forms are feasible) <input type="checkbox"/> Others <i>[pls. specify]</i>
11	B.9.5 C.15.4 a)	Validity of Bid Security	60 days from the last day of Bid submission. Bid Security of unsuccessful Bidders shall be

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

			returned.
12		Advanced Payment upon signing of contract	<input type="checkbox"/> Allowed up to a maximum of ____% of contract ⁴ <input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input type="checkbox"/> Will not be imposed <input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay:1% Max. no. of days of delay :60 days after which the project may terminate the contract.
14	F.37	Performance Security	<input type="checkbox"/> Required Amount:
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency <i>L.E.</i>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	15 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ⁵	Focal Person in the project: Dr Yousria Hamed Address:28 El Mohandseen El Askareen Tower, 4th floor, flat 42, Misr Helwan Al Zeraii Street, Maadi, Cairo Fax No. :(02) 25271336 E-mail address dedicated for this purpose: hamedyousria@yahoo.co.uk
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Bidders by email or fax <input type="checkbox"/> Direct communication to prospective Bidders by email or fax, and Posting on the website ⁶ <i>[specify exact URL Address]</i>
19	D.23.3	No. of copies of Bid that must	Original: 1

⁴ If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

⁵ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

⁶ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

		be submitted	Copies : 2
20	D.23.1 b) D.23.2 D.24	Bid submission address	28 El Mohandseen El Askareen Tower, 4th floor, flat 42, Misr Helwan Al Zeraii Street, Maadi, Cairo
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: July 25, 2022 12:00 PM
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery <input type="checkbox"/> Electronic submission of Bid ⁷
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input type="checkbox"/> Official Address for e-submission: <i>[specify]</i> <input type="checkbox"/> Format: PDF files only, password protected <input type="checkbox"/> Password <u>must</u> not be provided to the prooject until the date and time of Bid Opening as indicated in No. 24 <input type="checkbox"/> Max. File Size per transmission: <i>[specify]</i> <input type="checkbox"/> Max. No. of transmission: <i>[specify]</i> <input type="checkbox"/> No. of copies to be transmitted: <i>[specify]</i> <input type="checkbox"/> Mandatory subject of email: <i>[specify]</i> <input type="checkbox"/> Virus Scanning Software to be Used prior to transmission: <i>[specify]</i> <input type="checkbox"/> Digital Certification/Signature: <i>[specify]</i> <input type="checkbox"/> Time Zone to be Recognized: <i>[specify]</i> <input type="checkbox"/> Other conditions: <i>[pls. specify]</i>
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: to be confirmed Venue : Project premises
25		Evaluation method to be used in selecting the most responsive Bid	<input type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> (70% technical and 30% financial)
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In “Certified True Copy” form only) <i>[check all that apply, delete those that will not be required.]</i>	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation

⁷ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

			<ul style="list-style-type: none"> <input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Trade name registration papers, if applicable <input type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory <input type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures <input type="checkbox"/> Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder <input type="checkbox"/> Plan and details of manufacturing capacity, if Bidder is a manufacturer of the goods to be supplied <input type="checkbox"/> Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer <input type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <i>[indicate number of years of reference]</i> <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top <i>[indicate number]</i> Clients in terms of Contract Value the past <i>[indicate number of years]</i>
--	--	--	---

			<p><i>of reference]</i></p> <p><input type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details)</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p>
27		Other documents that may be Submitted to Establish Eligibility	<i>[Click here to insert list]</i>
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<i>As described on the proceeding sections of this ITB.</i>
29	C.15.2	Latest Expected date for commencement of Contract	<i>August 15, 2022</i>
30	C.15.2	Maximum Expected duration of contract	06 Months
31		The project will award the contract to:	<p><input checked="" type="checkbox"/> One Bidder only</p> <p><input type="checkbox"/> One or more Bidders, depending on the following factors : <i>[clarify fully how and why will this be possible. Please do not choose this option without indicating the parameters for awarding to multiple Bidders]</i></p>
32	F.34	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria</u></p> <p><input checked="" type="checkbox"/> Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications</p> <p><input type="checkbox"/> Compliance on the following qualification requirements :</p> <p><u>Bid Evaluation Criteria</u>⁸</p> <p><input type="checkbox"/> Minimum no. of years of experience in similar contracts: <i>[indicate number]</i>;</p> <p><input type="checkbox"/> Minimum annual turnover of <i>[indicate amount and currency]</i> for the past <i>[indicate number of years of reference]</i>;</p> <p><input type="checkbox"/> Current ratio of not less than 1.0 <i>[modify if a higher number is required]</i>;</p> <p><input type="checkbox"/> Net Working Capital of <i>[indicate amount and</i></p>

⁸ Pls. reconcile and ensure consistency with the contents of the Technical Specifications

			<p><i>currency]</i> for the past <i>[indicate number of years of reference]</i>;</p> <p><input type="checkbox"/> Minimum no. of similar projects undertaken over the past 3 years <i>[indicate number]</i>;</p> <p><input type="checkbox"/> Highest value of contract over the past 5 years <i>[indicate number]</i>;</p> <p><input type="checkbox"/> Full compliance of Bid to the Technical Requirements;</p> <p><input type="checkbox"/> Quality Inspection and Testing Certificates for the goods to be supplied;</p> <p><input type="checkbox"/> After-sales service of at least <i>[indicate number]</i>;</p> <p><input type="checkbox"/> Lowest Operating Costs Evidenced by a Table of Consumables, Rate of Consumption, and Unit Price;</p> <p><input type="checkbox"/> Warranty on parts and services for a minimum period of <i>[indicate number]</i>;</p> <p><input type="checkbox"/> User's Training for a minimum of <i>[indicate number of persons]</i> to be conducted at <i>[indicate location]</i> for a period of <i>[indicate duration]</i>;</p> <p><input type="checkbox"/> Maximum percentage of supply/work that will be sub-contracted <i>[indicate percentage]</i>;</p> <p><input type="checkbox"/> Acceptability of the Transportation/Delivery Schedule;</p> <p><input type="checkbox"/> Appropriateness of the Implementation Timetable to Project Schedule;</p> <p><input type="checkbox"/> Qualification of the Team Leader to directly coordinate with the project <i>[specify details]</i>;</p> <p><input type="checkbox"/> Qualification of all other personnel to be assigned to the contract <i>[specify details]</i></p> <p><input type="checkbox"/> Others <i>[pls. specify and list further]</i></p>
33	E.29	Post qualification Actions	<p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other</p>

			<p>previous clients on the quality of performance on ongoing or previous contracts completed;</p> <p><input checked="" type="checkbox"/> Physical inspection of the bidder’s plant, factory, branches or other places where business transpires, with or without notice to the bidder;</p> <p><input checked="" type="checkbox"/> Testing and sampling of completed goods similar to the requirements of the project, where available; and</p> <p><input type="checkbox"/> Others [<i>click here to specify</i>]</p>
34		Conditions for Determining Contract Effectivity	<p><input type="checkbox"/> The project’s receipt of Performance Bond</p> <p><input checked="" type="checkbox"/> committee’s approval of plans, drawings, samples, etc.</p> <p><input type="checkbox"/> Others [<i>click here to specify</i>].</p>
35		Other Information Related to the ITB ⁹	<i>[All other instructions and information not mentioned in DSs 1-33 but are relevant to the ITB must be cited here, and any further entries that may be added below this table row.]</i>

⁹ Where the information is available in the web, a URL for the information may simply be provided.

Section 3a: Schedule of Requirements and Technical Specifications

Project Goals and Background

EIECP III is a three year project implemented as the third phase of the Italian Egyptian Environmental Cooperation Program (EIECP), which first phase started in the late 90s, while its second phase came to an end in 2010. The current third phase of EIECP aims at further developing Egypt's protected areas (PAs) system, mainly with the view of establishing income-generating mechanism and, thus, facilitate the process for mobilizing resources toward the financial sustainability of the Egypt's PAs system and, in this way, its conservation and sustainable development endeavours. EIECP III will also tackle other PAs management needs of the Nature Conservation Sector (NCS) of the Egyptian Environmental Affairs Agency (EEAA), such as that of information gathering/generation management and analysis.

Community Based Natural Resources Management (CBNRM) schemes will be developed and implemented to promote sustainable development in a number of project Intervention Areas (IAs), identified as those spatial domains where the services provided by the ecosystem safeguarded by the PAs focused by EIECP II are used. In this way, local communities are engaged in the management of PAs with the view of enhancing the efficacy in preserving natural ecosystems and cultural heritages. The sustainable use of Egypt's PAs natural resources can hardly generate adequate income for local communities if not built around tourism, which is a significant engine of growth for both the national economy and the development of local communities. For this reason, EIECP III will also tackle the promotion of responsible and sustainable eco-tourism activities and, in so doing, will also pursue the integration of all other potential local economic activities, such as agriculture, ranging and fishing in the CBNRM schemes in and around PAs. The said CBNRM schemes will thus be critically analysed to highlight PAs management best practices and, on this basis, prepare guidelines and methodological tools for their replication in other contexts.

Objective

The objective of this consultancy is to prepare a site development plan including a construction document and general layout for Qulaan Site at Wadi El Gemal National Park. This assignment should result in better visitor's enjoyment and stakeholder's satisfaction.

According to the annual work plan, main Output (1): Co-management by local communities and NCS of natural and cultural resources assets of Wadi Gemal and Fayoum is strengthened in the framework of the established CBNRM schemes. The project aims at Preparing the Qulaan Integrated Co-Management Plan, aimed at fostering ecotourism-development, natural-resources-conservation and landscape-amelioration.

III. SCOPE OF WORK /

To achieve the above objectives, the Project Management unit (PMU) will hire a consulting firm specialized in eco-architect, communication and Protected Areas planning in order to ensure the Successful fulfilment of the assignment. Based on the firm's understanding of output 1 of the project as outlined herein (I. Background), and given the natural and cultural resources of Wadi El Gemal National Park, the firm should strictly follow the IUCN guidelines for sustainable tourism in Protected Areas; sensitive development of infrastructure and services to accomplish the objectives of this mission as given under II. In this activity, the consulting firm will undertake the following tasks:

- Prepare a study that develop site development plan for Qulaan site at WGNP;
 - a. The site development plan for Qulaan site should explain the existing facilities:
The Local Settlement "Qulaan Village"
 - b. Site Description "Baseline Conditions"
 - i. Environmental
 - ii. Social
 - iii. Economic
 - iv. Institutional
 - c. Stakeholders Mapping and Analysis
 - d. Needs Assessment for Qulaan site development
- New recommended facilities in consultation with EEAA, PMU, WGNP and Qulaan local community; it should include the following items:
 - Site Development Plan
 - Access, Roads and Trails
 - The Parking Area
 - Toilets and Showers
 - Kitchen and Equipment
 - The Restaurant
 - The Tents
 - The Huts
 - Handicrafts and Local Products Outlets
 - Water Supply and Tanks
 - Sewage and Wastewater System
 - Solid Waste Management System
 - Signage (direction, behavioural, and interpretive signs)
 - General Layout "Site Plan"
 - Conservation Management

- Biodiversity Conservation and Zoning Plan (e.g. Bird watching areas; mangrove site, landscaping ... etc.,)
 - Visitor Management Plan
 - Awareness and Education
 - Code of Conduct
- The Governance Structure
 - Partners Roles and Responsibilities
 - The Local Community Binding Agreement
 - Benefit Sharing Model
 - Timeline and Implementation Arrangements
- Prepare all construction documents for reshaping and upgrading the Qulaan site including environmentally friendly engineering drawings, specifications and bills of quantities after consultation with the PMU, WGNP and other stakeholders including local community. The construction documents should include but not limited to all visitor facilities in the Qulaan site e.g. tracks, restaurant, Bedouin tent, sightseeing areas along the coast, toilets, parking area... etc.)
- Prepare bill of quantities and specifications for all items – using local environmentally friendly materials- needed for the upgrade of the first phase (Qulaan site); providing that EEAA may decide to set priorities for the implementation or announce it for new contract;
- The construction documents should include:
 - A plan to upgrade the Qulaan site and provide it with natural walking and car tracks;
 - Upgrade/reshape the existing facilities and provide new ones as needed;
 - Provide the entrance of the Qulaan site with a parking area and signs;
 - Provide appropriate interpretive, behavioural and directional signs that ensure the integrity of natural landscape;
 - Design for new toilets to be installed in the entrance of the site and next to the restaurant.
 - Provide seats around the coast;
 - Provide waste facilities;
 - Examine the efficacy of the mangrove trees and provide the mangrove site with interpretation facilities

The service provider will also be expected to:

- Visit the site, consult with PA staff and be familiarized with all aspect of the project;
- Prepare a design that suits the use of suitable local materials and traditional technics for construction;
- Ensure the natural integrity of the site;
- Along with the design concept, the service provider will provide the project with a document that describe the proposed designs and its relation to the region's ` natural and cultural landscape.

METHODOLOGY:

The service provider is expected to work closely with the project management team, EEAA, WRPA, the local community, and park stakeholders to implement the consultancy activities. The designs will quest to incorporate locally available building materials and, where appropriate, utilize local traditional knowledge, vernacular architectural styles and motifs, including historical architecture.

Qualifications:

Qualifications of the successful firm at various levels:

- Proven experience of minimum 5 years in the architectural design in natural areas;
- Proven creative design skills for designing exhibits and displays in natural areas;
- Demonstration of knowledge and familiarity with the site and its region;
- Demonstrated access to scientific, photographic and other contents relevant to this activity;
- Extensive experience in the design and construction of projects in situ, which utilize local labor skills and traditional knowledge of locally available materials;
- A proven record of delivering projects within the planned time schedule and cost estimates.

Timeframe

The time frame of the contract is four months including field visits which will involve the field mission, preparation and submission of all required deliverables to the project management unit. A professional committee will review the offers and approve the successful design.

Interested firms should submit their updated profile along with detailed technical and financial offers in separate sealed envelopes.

Technical offer to include: -

1. Preliminary master development plan for Qulaan site. The master plan should define its concept and background information demonstrating the firm understanding of the project's, existing condition. Divide the new establishment into certain phases, putting priorities for implementation;
2. Proposal of architectural drawings for phase 1 including the following: -
 - a) Masterplan for this region indicating the upgrading/ renovation for the existing facilities in Qulaan site can be made. (such as crafters area and gift shop, restaurant, toilets, etc.);
 - b) Indicate new facilities to serve developing the Qulaan site (please review the scope of work above);
 - c) Define the specification of ecofriendly materials, which will be used in the upgrade and estimation of the quantities.
3. Proposed timeframe and key steps for the study and master development plan, the construction of the new facilities and reshape/ renovate the existing facilities must be performed.
4. Company profile to include written history and pervious experience in designing and supervising similar operations.

Financial offer to include: -

1. Specification of the cost components in reference with the general outline of quantities and specification as noted above.
2. Estimation of the break down cost for each phase.

The offers should be sent in sealed envelopes to the following address:

28 Misr Helwan Al Zeraii street, Military Engineers tower, Fourth Floor, Flat 42, Maadi, Cairo.
Egyptian Italian Environmental Cooperation Project III.

For enquiries please contact us through emails:

Email: hamedyousria@yahoo.co.uk amany.nakhla@undp.org;

NB: Please refer to the title of the consultancy in the e-mail subject

Section 3b: Related Services

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Term [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> DAP <input type="checkbox"/> Other <i>Click here to specify</i>	
Exact Address of Delivery/Installation Location	Djaraht Um El Saghier village, Eastern Sector of Siwa Protected Area, Matrouh Governorate	
Mode of Transport Preferred	<input type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER <i>[pls. specify]</i>
The project Preferred Freight Forwarder, if any ¹⁰	-----	
Distribution of shipping documents <i>(if using freight forwarder)</i>	-----	
Delivery Date	-----	
Customs, if needed, clearing shall be done by:	<input type="checkbox"/> The project <input checked="" type="checkbox"/> Supplier <input checked="" type="checkbox"/> Freight Forwarder	
Ex factory / Pre-shipment inspection	Click here to enter text.	
Inspection upon delivery	Click here to enter text.	

¹⁰A factor of the INCOTerms stipulated in the ITB. The use of a the project preferred courier may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to the project when clearing with customs authority of the country of destination.

Installation Requirements	Click here to enter text.
Testing Requirements	Click here to enter text.
Scope of Training on Operation and Maintenance	Click here to enter text.
Commissioning	Click here to enter text.
Technical Support Requirements	Click here to enter text.
Payment Terms (<i>max. advanced payment is 20% of total price as per UNDP policy</i>)	<input type="checkbox"/> 100% within 30 days upon the project's acceptance of the goods delivered as specified and receipt of invoice <input type="checkbox"/> Max of 20% upon issuance of PO and the rest within 30 days from the project's acceptance of goods as specified and receipt of invoice <input type="checkbox"/> Others <i>[pls. specify]</i>
Conditions for Release of Payment	<input type="checkbox"/> Pre-shipment inspection <i>[pls. provide details]</i> <input type="checkbox"/> Inspection upon arrival at destination <i>[pls. provide details]</i> <input type="checkbox"/> Installation <i>[pls. provide details]</i> <input type="checkbox"/> Testing <i>[pls. provide details]</i> <input type="checkbox"/> Training on Operation and Maintenance <i>[pls. provide details]</i> <input type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input type="checkbox"/> Others <i>[pls. specify]</i>
After-sale services required	<input type="checkbox"/> Warranty on Parts and Labor for minimum period of _____ <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others <i>[pls. specify]</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others <i>[pls. specify, including dialects, if needed]</i>

Section 4: Bid Submission Form¹¹

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location

Insert: Date

To: [insert: Name and Address of the project focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] in accordance with your Invitation to Bid dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

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

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of the project's Standard Contract for this ITB.

¹¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

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

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

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

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form¹²

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

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		

¹² *The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.*

11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.
12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)¹³

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

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

¹³ *The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.*

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

Section 6: Technical Bid Form¹⁴

INSERT TITLE OF THE ITB

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

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

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the

¹⁴ *Technical Bids not submitted in this format may be rejected.*

contract. Include any indication of credit rating, industry rating, etc.

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

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

SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

This section should demonstrate the Bidder’s responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.

2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

Item No.	Description/ Specification of Goods	Source/ Manufacturer	Country of Origin	Qty	Quality Certificate/ Export Licences, etc. (indicate all that applies and if attached)

A supporting document with full details may be annexed to this section

2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

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

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

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

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

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

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

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

2.10 Other: Any other comments or information regarding the bid and its implementation.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, the project will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of the project. No increase in costs will be considered as a result of any substitution).

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

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	

Declaration:

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

Signature of the Nominated Team Leader/Member

Date Signed

Section 7: Price Schedule Form¹⁵

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to lot prices. Separate figures must be provided for each functional grouping or category, if any.

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

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

A. Cost Breakdown per Deliverable Items*

No.	Deliverables <i>[list them as referred to in the ITB]</i>	Expected Date of Delivery/Completion	Percentage of Total Price	Price (Lump Sum, All Inclusive)
1	Deliverable 1		[Percentage (weight) of each deliverable over the total price for the payment purposes, as per ITB)	
2	Deliverable 2			
3			
	Total		100%	

* This shall be the basis of payment tranches

¹⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

B. Cost Breakdown by Cost Component:

The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. The project shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed for additional set of goods and/or related services.

Deliverables and Sub-Components	(a) Quantity	Country of Origin	(b) Unit Price	(c)=(a)x(b) Total Cost of Goods	Brief Description of Related Services	(d) Cost of Related Services	(c) + (d) Total Price
I. Deliverable 1							
Sub-Component 1							
Sub-Component 2							
Sub-Component 3							
II. Deliverable 2							
Sub-Component 1							
Sub-Component 2							
Sub-Component 3							
III. Other Related Costs							

GRAND TOTAL PRICE							
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Section 8: FORM FOR BID SECURITY

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

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

WHEREAS *[name and address of Contractor]* (hereinafter called “the Bidder”) has submitted a Bid to the project dated [Click here to enter a date.](#) , to deliver goods and execute related services for *[indicate ITB title]* (hereinafter called “the Bid”):

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

- a) Fails to sign the Contract after the project has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bid;
- c) Fails to comply with the project’s variation of requirement, as per ITB Section F.3; or
- d) Fails to furnish Performance Security, insurances, or other documents that the project may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

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

This guarantee shall be valid until 30 days after the date of validity of the bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: FORM FOR PERFORMANCE SECURITY¹⁶

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

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

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

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

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

¹⁶ *If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder’s Bank will issue shall use the contents of this template*

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 10: Form for Advanced Payment Guarantee¹⁷

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

_____ [Bank's Name, and Address of Issuing Branch or Office]

¹⁷ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

Beneficiary: _____ [*Name and Address of the project*]

Date: _____ ++++++

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [*name of Company*] (hereinafter called "the Contractor") has entered into Contract No. [*reference number of the contract*] dated [*insert: date*] with you, for the provision of [*brief description of ITB requirements*] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [*amount in words*] ([*amount in figures*]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [*name of Bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [*amount in words*] ([*amount in figures*])¹⁸ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2___, 20__ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[*signature(s)*]

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

¹⁸ *The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.*

Section 11: Contract

[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT THAT WILL BE USED AND THE GENERAL TERMS AND CONDITIONS]