



Invitation to Bid (ITB 35/2008)

Date: 22.07.2008

Dear Sir/Madam,

Subject: **Procurement of fertile soil**

1. We hereby solicit your bid for the supply of following goods.
 - a. 16.500 m³ of fertile soil for covering 10 hectares of the tailings dam in Bucim Mine -Radovis
2. To enable you to submit a bid, please find enclosed:

Annex I.	Instructions to Bidders
Annex II.	Bid Data Sheet
Annex III.	General Terms and Conditions
Annex IV.	Special Conditions
Annex V.	Technical Specifications
Annex VI.	Bid Submission Form
Annex VII.	Price Schedule

3. Interested Bidders may obtain further information at the following address:

Contact Person:	Tanja Trpevska
Name of Office:	UNDP Co Skopje
Fax:	+ 389 2 3249 505
E-Mail:	tanja.trpevska@undp.org

4. Bids must be delivered to the above office on or **before 12:00 (noon) on August 06, 2008**. Late bids shall be rejected.
5. Bids will be opened in the presence of Bidders' Representatives, who chose to attend at the address, date and time indicated in the Bidding Documents.
6. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

INSTRUCTIONS TO BIDDERS

A. Introduction

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

B. Solicitation Documents

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

C. Preparation of Bids

7. **Language of the Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid** exchanged by the Bidder and the procuring entity shall be written in the language indicated on the Bid Data Sheet.

8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance with the Annexures V, VI and VII and clause 11 of Instructions to Bidders;
- (c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted,

- (d) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;

9. Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

- (a) that the Bidder has the financial, technical, and production capability necessary to perform the contract.

10. Documents Establishing Goods' Conformity to Bidding Documents:

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

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

- (a) A detailed description of the essential technical and performance characteristics of the goods;

- 11. **Bid Currencies/Bid Prices:** All prices shall be quoted in Euros. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract.
- 12. **Period of Validity of Bids:** Bids shall remain valid for 90 days after the date of Bid Submission prescribed by the procuring UN entity pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the procuring UN entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

D. Submission of Bids

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

14. Sealing and Marking of Bids:

14.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

14.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in section I of these Solicitation Documents; and
- (b) make reference to the "subject" indicated in section I of these Solicitation Documents, and a statement: "DO NOT OPEN BEFORE", to be completed with the time and the date specified in section I of these Solicitation Documents for Bid Opening pursuant to clause 16 of Instructions to Bidders.

14.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".

14.4 If the outer envelope is not sealed and marked as required by clause 14.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

16. Deadline for Submission of Bids/Late Bids:

16.1 Bids must be delivered to the office on or before the date and time specified in **section I** of these Solicitation Documents.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the Purchaser after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

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

E. Opening and Evaluation of Bids

18. Opening of Bids:

18.1 The Purchaser will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in section I of this Solicitation Document. The Bidders' Representatives who are present shall sign a register evidencing their attendance.

18.2 The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 20 of Instructions to Bidders.

18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

18.4 The Purchaser will prepare minutes of the Bid Opening.

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

20. Preliminary Examination:

20.1 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

20.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

20.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

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

F. Award of Contract

23. **Award Criteria:** The procuring UN entity will Issue the Purchase Order to the lowest priced technically qualified Bidder. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.
24. **Purchaser's Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 15 % the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
25. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Purchase Order. The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this purchase order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order.
26. **Signing of the Purchase Order:** Within 30 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the purchaser.

BID DATA SHEET

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

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders		
Language of the Bid	X English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> If others, specify.....		
Bid Price	The prices quoted shall be as per following INCOTERMS 2000 and place: <input type="checkbox"/> FOB <input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> DDU X Other..... Place: Bucim mine, Radovis, Macedonia.....		
Documents Establishing Bidder's Eligibility & Qualifications	X Required. <input type="checkbox"/> Not required.		
Bid Validity Period.	X 90 days <input type="checkbox"/> If different, please specify.....		
Bid Security	<input type="checkbox"/> Required. X Not required.		
Preliminary Examination – completeness of bid.	<input type="checkbox"/> Partial bids permitted. X Partial bids not permitted.		
Purchaser's Right to Vary Requirements at Time of Award	X 15 percent, increase or decrease. remain unchanged.	<input type="checkbox"/> Condition waived	<input type="checkbox"/> Condition applies but change limit to percent.
Compliance with any other clause required?	X No. <input type="checkbox"/> If yes, specify:		
	(When required this space may also be used to enter a modified version of any of the above data.)		

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1.1 UNDP shall, on fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

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

16.2 Arbitration

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

17. PRIVILEGES AND IMMUNITIES

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

Special Conditions

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

Warranty/Guarantee	
<input type="checkbox"/> Applies <input checked="" type="checkbox"/> Does not apply	If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.
Liquidated damages	
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply	If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order
Performance security	
<input type="checkbox"/> Applies <input checked="" type="checkbox"/> Does not apply	a) Within 30 days of receipt of the Purchase Order from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order Value. b) The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity. c) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract. d) The Performance Security shall be denominated in the currency of the Purchase Order and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad in the form provided in these Solicitation Documents. e) The Security will be returned to the Supplier within 30 days of completion of the Purchase order, including any warranty obligation.
Compliance with any other condition (s) required?	
<input type="checkbox"/> Applies <input checked="" type="checkbox"/> Does not apply	

TECHNICAL SPECIFICATIONS

Terms of Reference

for

Procurement of fertile soil for covering of 10 hectares land of the tailing dam in Bucim Mine, Radovis

Background

UNDP Country Offices in the Western Balkan countries developed a regional demonstration programme around demand driven projects in nine locations suffering from the legacy of polluting industries and requiring industrial renewal, environmental clean up and new economic initiative. The aim of the programme is to achieve improvement of environmental situation and quality of life for citizens living in and around polluted area through least cost measures, improved local and national policy dialogue and supply of domestic professional services in the environmental management sector.

The umbrella regional programme focuses on environmental clean up and remediation of polluted industrial hotspots that have been identified as high priority but have seen limited progress so far due to complexity of issues and the costs involved. The programme will contribute to the achievement of the overall objectives in the region: Increased capacity of the national and local governments in the Western Balkan to implement sustainable environmental policies in accordance with EU standards; Strengthened regional cooperation in the Western Balkan to solve problems of cross border contamination due to industrial and mining activities.

Lojane Mine and Bucim Mine, as one of the priority environmental hot spots identified in national strategies/plans will be pilot locations in Macedonia. Proposed interventions under this programme are directed towards addressing the historical pollution and prevention of the future pollution of waters, air and soil resulting from past and current mining processes. At the same time, this programme will facilitate establishment of Public Private Partnership among the state and new owners of the mines.

In line with the overall objectives of the regional component, specific objectives of the national component are: Securing significant progress in mitigation of negative impact of the mining operations to the environmental media in Bucim and Lojane Mines; Enhancing capacities for good environmental management at local and national level; Increasing public awareness/knowledge on issues related to environmental hotspots; Contributing to regional cooperation through improved information sharing and supply of professional consultancy services regarding good environmental management.

Bucim is a copper mine operating since 1979. The mine was restarted again in May 2005 after being bought by the Russian company Romtrade Ltd., which later was transformed into Solway Industries Ltd, registered in Macedonia as a domestic company with a foreign capital.

Bucim presently produces approximately 40,000 of copper concentrate. If the mining operations carry on, with the dynamics of 4,000,000 tons of ore per year, its exploitation could continue until 2015.

Given the mining technology used in Bucim till the end of the exploitation period of the mine it is expected that app. 31,250,000 m³ of ore will be extracted out of which 17,390,000 m³ waste rocks and 14,530,000 m³ mining tailings will be deposited. On a yearly basis, approx. 3,500,000 – 6,000,000 t is deposited at the waste rock dump and approx. 3,950,000 t of tailings is deposited at the tailing dam.

Tailings dam (38,7 ha) with over 80,000,000 tons solid residuals from the flotation process (containing remains of Cu, As, Ni and other HM minerals) is the biggest sand dam (body volume over 60,000,000 m³) in wider area. On the flotation tailings dam app. 38.320.000 m³ mining tailings were deposited by now. Around 16 ha of the dam were cultivated i.e. planted with acacia and other suitable trees.

Air contamination by dust, gases (SO_x, NO_x, CO) and noise, which are also reported, directly endanger the personnel and inhabitants of settlement in immediate vicinity of mining operations. Due to very fine

structure of material disposed, erosion processes are extreme, especially the wind erosion at the tailings dam. The airborne particulate pollution is posing a direct risk for the health of the inhabitants of the nearby settlements especially for development of lung diseases.

The new mine operators inherited the tailing dam that was left almost unprotected and prone to wind erosion. In order to prevent the airborne pollution as well as to contribute for stabilization of the dam, the project plans to re-cultivate with vegetation surface of app. 20 ha of the tailing dump by the end of the project life. This procurement is the first phase of this activity.

Scope of the work and expected output:

Contractor's main responsibility will be provision of fertile soil for covering of **10 hectares** of tailings dam, planning the slope of the downstream side (slope) of the dam following the contour lines, fully according to existing main design for afforestation of the tailing dam, and application of the soil in one layer of cca 15 cm.

The complete works shall be executed according to the existing Main Design for Biological Protection of The Tailings Dam And The Immediate Environment (2005, Civil Engineering Faculty Skopje).

Duties and responsibilities:

1. Provision and transport to the site of active fertile soil for covering of the biologically inactive material of the tailings dam. The total required soil quantity for 10 hectares is **16,500 m³**, or 1,650 m³ per hectare;
2. Preparation of terrain by construction of the designed slope (inclined part and plateau with 0 or negative slope), including preparation of small erosion protection dike, according to design;
- 3 Spreading and planning of the active soil in a **layer of 15 cm** following the designed slope of the downstream dam side.

Soil Quality Criteria

The soil supplied shall be ordinary agricultural soil from the surface layer of the topsoil with the following characteristics:

- pH between 5.5 and 7;
- Carbonates content less than 15%;
- Clay content less than 30%;
- Humus content minimum 2%; and

- Heavy metals content less than the recommended maximum allowed content for agricultural soil.

Random probes (samples) of the soil shall be taken and inspected by an expert institution for compliance with the given quality criteria.

Requirements

The Offeror /company is expected to submit the following:

- ❖ **Registration of the company;**
- ❖ **Company profile with a reference list of at least three relevant projects completed (preferably in the last 5 years) and client contacts.**

- ❖ **Annual Turnover for the years 2007 and 2006;**
- ❖ **CV of the Team Leader**
- ❖ **List of equipment**
- ❖ **Financial offer**

Qualifications

The company shall offer a team of experienced staff in similar projects. The supervision of the workers shall be performed by a team leader/engineer with experience in similar projects.

The team leader/engineer shall provide them with guidance throughout their day-to-day work in order to ensure good quality results.

The team leader will report to the Project Manager for the quality of the worker's performance.

The company shall submit the list of equipment to be used for this assignment.

Terms and conditions for provision of services

- Duration: the complete works on soil procurement and application should be completed within not more than 45 days. However, slight changes of this timeframe will be allowed only if case of unfavourable weather conditions.
- Additional supervision by sampling and inspection of the provided soil by an independent and qualified expert(s) will be arranged by the project at certain stage of the works.
- The payment for the delivered service will be executed in as follows:
 - First instalment, **upon receipt of monthly report and invoice, according to site log book, and approved by the Supervising Engineer**, will be paid within eight days of submission.
 - The second instalment, **upon receipt of final report and invoice, according to site log book, and approved by the Supervising Engineer**, will be paid within eight days of submission and completion of all necessary quality assurances.

- The supervising Engineer shall final inspection of the soil quality and issue expert assurance of compliance with the above requirements. The inspection will be carried out by a qualified expert. The contractor shall be responsible for undertaking corrective activities (replacement of the soil).

BID/PROPOSAL SUBMISSION FORM

To: The procuring entity

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [*description of goods*] in conformity with the said bidding documents for the sum of [*total bid amount in words and figures*] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

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

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

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

Dated thisday of[year].

.....
Signature

.....
[in the capacity of]

Duly authorised to sign the Bid for and on behalf of

PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
3. Estimated weight/volume of the consignment must be part of the documentation submitted.
4. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
5. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.
6. In addition to the hard copy, if possible please provide also the information on diskette (IBM compatible).

Name of Bidder:.....					
Item	Description	Unit	Unit Price *	Quantity Required	Total Price per item
GRAND TOTAL					

- *Unit price should be based on Incoterms used i.e. FOB/FCA/C&P/C&F/DU as the case may be.
- Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of Bidder