

# **INVITATION TO BID**

# Rehabilitation of 1. Ageel Ebra School, 2. Al-Forat School and 3. Al-Mgarba School, Al Garabouli Municipality, Tripoli, Libya

- ITB No.: ITB/LBY/SFL/2018/045
- Project: Stabilization Facility for Libya
- Country: Libya
- Issued on: 5 August 2018

# CONTENTS

| Section 1. L | Letter of Invitation   | 4  |
|--------------|--|----|
| Section 2. I | Instruction to Bidders   | 5  |
| GE           | ENERAL PROVISIONS  | 5  |
|              | 1. Introduction  | 5  |
|              | 2. Fraud & Corruption, Gifts and Hospitality                               | 5  |
|              | 3. Eligibility   | 5  |
|              | 4. Conflict of Interests   | 6  |
| В.           | PREPARATION OF BIDS  | 6  |
|              | 5. General Considerations  | 6  |
|              | 6. Cost of Preparation of Bid  | 7  |
|              | 7. Language  | 7  |
|              | 8. Documents Comprising the Bid  | 7  |
|              | 9. Documents Establishing the Eligibility and Qualifications of the Bidder | 7  |
|              | 10. Technical Bid Format and Content                                       | 7  |
|              | 11. Price Schedule   | 7  |
|              | 12. Bid Security   | 7  |
|              | 13. Currencies   | 8  |
|              | 14. Joint Venture, Consortium or Association                               | 8  |
|              | 15. Only One Bid   | 9  |
|              | 16. Bid Validity Period  | 9  |
|              | 17. Extension of Bid Validity Period                                       | 9  |
|              | 18. Clarification of Bid (from the Bidders)                                | 9  |
|              | 19. Amendment of Bids  | 10 |
|              | 20. Alternative Bids   | 10 |
|              | 21. Pre-Bid Conference   | 10 |
| C.           | SUBMISSION AND OPENING OF BIDS   | 10 |
|              | 22. Submission   | 10 |
|              | Hard copy (manual) submission  | 11 |
|              | Email and eTendering submissions   | 11 |
|              | 23. Deadline for Submission of Bids and Late Bids                          | 11 |
|              | 24. Withdrawal, Substitution, and Modification of Bids                     | 11 |
|              | 25. Bid Opening  | 12 |
| D.           | EVALUATION OF BIDS   | 12 |

| 26.              | Confidentiality  | .12  |
|------------------|--|------|
| 27.              | Evaluation of Bids   | .12  |
| 28.              | Preliminary Examination  | .12  |
| 29.              | Evaluation of Eligibility and Qualification                                | .12  |
| 30.              | Evaluation of Technical Bid and prices                                     | .13  |
| 31.              | Due diligence  | .13  |
| 32.              | Clarification of Bids  | .13  |
| 33.              | Responsiveness of Bid  | .13  |
| 34.              | Nonconformities, Reparable Errors and Omissions                            | .14  |
| E. A             | WARD OF CONTRACT   | . 14 |
| 35.              | Right to Accept, Reject, Any or All Bids                                   | .14  |
| 36.              | Award Criteria   | .14  |
| 37.              | Debriefing   | .14  |
| 38.              | Right to Vary Requirements at the Time of Award                            | .15  |
| 39.              | Contract Signature   | .15  |
| 40.              | Contract Type and General Terms and Conditions                             | .15  |
| 41.              | Performance Security   | .15  |
| 42.              | Bank Guarantee for Advanced Payment  | .15  |
| 43.              | Liquidated Damages   | .15  |
| 44.              | Payment Provisions   | .15  |
|                  | Vendor Protest   |      |
|                  | Other Provisions   |      |
|                  | ata Sheet  |      |
| Section 4. Evalu | ation Criteria   | 21   |
| Section 5a: Sche | edule of Requirements and Technical Specifications/Bill of Quantities/ SOW | 23   |
|                  | rnable Bidding Forms / Checklist   |      |
|                  | A: Bid Submission Form   |      |
| Form B           | 8: Bidder Information Form   | .27  |
| Form C           | : Joint Venture/Consortium/Association Information Form                    | .29  |
| Form D           | D: Eligibility and Qualification Form                                      | 30   |
| Form E           | : Format of Technical Bid  | .32  |
| FORM             | F: Price Schedule Form   | 34   |
| FORM             | G: Form of Bid Security  | .48  |

The United Nations Development Programme (UNDP) Libya Country Office hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation Section 2: Instruction to Bidders Section 3: Bid Data Sheet (BDS) Section 4: Evaluation Criteria Section 5: Schedule of Requirements and Technical Specifications Section 6: Returnable Bidding Forms • Form A: Bid Submission Form • Form B: Bidder Information Form

- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- o Form E: Format of Technical Bid
- Form F: Price Schedule
- UNDP General Terms and Conditions

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to procurement.ly@undp.org, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

Issued by

Name: Sholfrukh Abdulloev Title: Procurement Specialist Date: **August 5, 2018** 

Approved by:

Narge: Mohammed Salih Title: Programme Coordinantor Date: August 5, 2018

UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

# Section 2. Instruction to Bidders

| GE | NERAL PROVISIONS                             |     |  |
|----|--|-----|--|
| 1. | Introduction                                 | 1.1 | Bidders shall adhere to all the requirements of this ITB, including any amendments<br>made in writing by UNDP. This ITB is conducted in accordance with the UNDP<br>Programme and Operations Policies and Procedures (POPP) on Contracts and<br>Procurement which can be accessed at<br>https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-<br>476a-8ef8-e81f93a2b38d  |
|    |  | 1.2 | Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.  |
|    |  | 1.3 | UNDP reserves the right to cancel the procurement process at any stage without<br>any liability of any kind for UNDP, upon notice to the bidders or publication of<br>cancellation notice on UNDP website.   |
|    |  | 1.4 | As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ( <u>www.ungm.org</u> ). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.  |
|    | Fraud & Corruption,<br>Gifts and Hospitality | 2.1 | UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a> |
|    | 2.2  | 2.2 | Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff<br>members including recreational trips to sporting or cultural events, theme parks<br>or offers of holidays, transportation, or invitations to extravagant lunches or<br>dinners.  |
|    |  | 2.3 | In pursuance of this policy, UNDP:   |
|    |  |     | <ul> <li>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</li> <li>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</li> </ul>   |
|    |  | 2.4 | All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a>  |
| 3. | Eligibility                                  | 3.1 | A vendor should not be suspended, debarred, or otherwise identified as ineligible<br>by any UN Organization or the World Bank Group or any other international<br>Organization. Vendors are therefore required to disclose to UNDP whether they  |

|    |                            |      | are subject to any sanction or temporary suspension imposed by these organizations.   |
|----|----------------------------|------|---|
|    |                            | 3.2  | It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.   |
| 4. | Conflict of Interests      | 4.1  | Bidders must strictly avoid conflicts with other assignments or their own interests,<br>and act without consideration for future work. Bidders found to have a conflict of<br>interest shall be disqualified. Without limitation on the generality of the above,<br>Bidders, and any of their affiliates, shall be considered to have a conflict of interest<br>with one or more parties in this solicitation process, if they:   |
|    |                            | 4.2  | <ul> <li>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> <li>In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</li> </ul> |
|    |                            | 4.3  | Similarly, the Bidders must disclose in their Bid their knowledge of the following:   |
|    |                            |      | <ul> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> <li>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</li> </ul>  |
|    |                            | 4.4  | The eligibility of Bidders that are wholly or partly owned by the Government shall<br>be subject to UNDP's further evaluation and review of various factors such as being<br>registered, operated and managed as an independent business entity, the extent<br>of Government ownership/share, receipt of subsidies, mandate and access to<br>information in relation to this ITB, among others. Conditions that may lead to<br>undue advantage against other Bidders may result in the eventual rejection of the<br>Bid.  |
|    | <b>B.</b> PREPARATION OF E | BIDS |   |
| 5. | General<br>Considerations  | 5.1  | In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.  |
|    |                            | 5.2  | The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.   |
|    |                            |      |   |

| 6.  | Cost of Preparation of<br>Bid   | 6.1  | The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.  |
|-----|---|------|---|
| 7.  | Language  | 7.1  | The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.   |
| 8.  | Documents<br>Comprising the Bid   | 8.1  | The Bid shall comprise of the following documents and related forms which details are provided in the BDS:  |
|     |   |      | <ul> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> </ul>  |
|     |   |      | e) Any attachments and/or appendices to the Bid.  |
| 9.  | Documents<br>Establishing the<br>Eligibility and<br>Qualifications of the<br>Bidder | 9.1  | The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.  |
| 10. | Technical Bid Format<br>and Content   | 10.1 | The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.   |
|     |   | 10.2 | Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.  |
|     |   | 10.3 | When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS. |
|     |   | 10.4 | When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.   |
| 11. | Price Schedule  | 11.1 | The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.   |
|     |   | 11.2 | Any requirement described in the Technical Bid but not priced in the Price<br>Schedule, shall be assumed to be included in the prices of other activities or items,<br>as well as in the final total price.   |
| 12. | Bid Security  | 12.1 | A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.   |
|     |   | 12.2 | The Bid Security shall be included along with the Bid. If Bid Security is required by   |
|     |   |      | the ITB but is not found in the Bid, the offer shall be rejected.   |

|  | required by LINDD shall reject the Did  |
|--|---|
|  | required by UNDP, UNDP shall reject the Bid.  |
|  | 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.  |
|  | 12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:   |
|  | <ul> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ul> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul></li></ul>  |
| 13. Currencies                                     | 13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:  |
|  | <ul> <li>a) UNDP will convert the currency quoted in the Bid into the UNDP preferred<br/>currency, in accordance with the prevailing UN operational rate of exchange<br/>on the last day of submission of Bids; and</li> </ul>  |
|  | b) In the event that UNDP selects a Bid for award that is quoted in a currency<br>different from the preferred currency in the BDS, UNDP shall reserve the right<br>to award the contract in the currency of UNDP's preference, using the<br>conversion method specified above.   |
| 14. Joint Venture,<br>Consortium or<br>Association | 14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture. |
|  | 14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.  |
|  | 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.   |
|  | 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.   |
|  | 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:  |
|  | a) Those that were undertaken together by the JV, Consortium or Association; and  |

|  | b) Those that were undertaken by the in or Association.  | ndividual entities of the JV, Consortium   |
|--|--|--|
|  | Previous contracts completed by individual<br>permanently or were temporarily associate<br>be claimed as the experience of the JV, Co<br>members, but should only be claimed by th<br>presentation of their individual credentials | ed with any of the member firms cannot<br>onsortium or Association or those of its<br>he individual experts themselves in their  |
|  | JV, Consortium or Associations are enco<br>requirements when the spectrum of exper<br>available within one firm.   |  |
| 15. Only One Bid                               | The Bidder (including the individual mem only one Bid, either in its own name or as  | -  |
|  | <ul> <li>the other/s; or</li> <li>they have the same legal representati</li> <li>they have a relationship with each or parties, that puts them in a position to influence on the Bid of another Bidden</li> </ul>                  | ner, director or shareholder in common;<br>ived any direct or indirect subsidy from<br>ve for purposes of this ITB; or<br>ther, directly or through common third<br>to have access to information about, or<br>r regarding this ITB process; |
|  | submits another Bid under its name proposed to be in the team of one Bi  | 's Bid, or a subcontractor to one Bid also<br>as lead Bidder; or some key personnel<br>idder participates in more than one Bid<br>dition relating to the personnel, does not<br>d in more than one Bid.                                      |
| 16. Bid Validity Period                        | Bids shall remain valid for the period spectrum<br>Deadline for Submission of Bids. A Bid val<br>by UNDP and rendered non-responsive.  |  |
|  | During the Bid validity period, the Bidder s<br>change, including the availability of the Ke<br>total price.   |  |
| 17. Extension of Bid<br>Validity Period        | <ul> <li>In exceptional circumstances, prior to th<br/>UNDP may request Bidders to extend th<br/>request and the responses shall be made in<br/>to the Bid.</li> </ul>   | ne period of validity of their Bids. The   |
|  | If the Bidder agrees to extend the validity change to the original Bid.  |  |
|  | The Bidder has the right to refuse to exte the Bid shall not be further evaluated.   | nd the validity of its Bid, in which case,   |
| 18. Clarification of Bid<br>(from the Bidders) | Bidders may request clarifications on any date indicated in the BDS. Any request for the manner indicated in the BDS. If inquirie even if they are sent to a UNDP staff mer  | r clarification must be sent in writing in<br>es are sent other than specified channel,  |

|                        | respond or confirm that the query was officially received.  |
|------------------------|---|
|                        | 18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.   |
|                        | 18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.   |
| 19. Amendment of Bids  | 19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.   |
|                        | 19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.  |
| 20. Alternative Bids   | 20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.  |
|                        | 20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"  |
| 21. Pre-Bid Conference | 21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. 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 disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB. |
| C. SUBMISSION AND      | OPENING OF BIDS   |
| 22. Submission         | 22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.  |
|                        | 22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.  |
|                        | 22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.  |

| Hard copy (manual)<br>submission                        | 22.4 | Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:  |
|---|------|--|
|   |      | a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.   |
|   |      | <ul> <li>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: <ol> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> </li> </ul>   |
|   |      | If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.  |
| Email and eTendering<br>submissions                     | 22.5 | Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:   |
|   |      | a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;   |
|   |      | b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.  |
|   | 22.6 | Detailed instructions on how to submit, modify or cancel a bid in the eTendering<br>system are provided in the eTendering system Bidder User Guide and<br>Instructional videos available on this link:<br><u>http://www.undp.org/content/undp/en/home/operations/procurement/busines</u><br><u>s/procurement-notices/resources/</u>  |
| 23. Deadline for<br>Submission of Bids<br>and Late Bids | 23.1 | Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP  |
|   | 23.2 | UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.  |
| 24. Withdrawal,<br>Substitution, and                    | 24.1 | A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.  |
| Modification of Bids                                    | 24.2 | Manual and Email submissions: A bidder may withdraw, substitute or modify its<br>Bid by sending a written notice to UNDP, duly signed by an authorized<br>representative, and shall include a copy of the authorization (or a Power of<br>Attorney). The corresponding substitution or modification of the Bid, if any, must<br>accompany the respective written notice. All notices must be submitted in the<br>same manner as specified for submission of Bids, by clearly marking them as<br>"WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION" |
|   | 24.3 | eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling,<br>Editing, and re-submitting the Bid directly in the system. It is the responsibility of<br>the Bidder to properly follow the system instructions, duly edit and submit a<br>substitution or modification of the Bid as needed. Detailed instructions on how to  |

|   |              | cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.  |
|---|--------------|--|
|   | 24.4         | Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.  |
| 25. Bid Opening                                       | 25.1<br>25.2 | UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.<br>The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.  |
|   | 25.3         | In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.  |
| D. EVALUATION OF B                                    | IDS          |  |
| 26. Confidentiality                                   | 26.1         | Information relating to the examination, evaluation, and comparison of Bids, and<br>the recommendation of contract award, shall not be disclosed to Bidders or any<br>other persons not officially concerned with such process, even after publication of<br>the contract award.   |
|   | 26.2         | Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.  |
| 27. Evaluation of Bids                                | 27.1         | UNDP will conduct the evaluation solely on the basis of the Bids received.   |
|   |              | <ul> <li>Evaluation of Bids shall be undertaken in the following steps:</li> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> <li>led evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced hall be added for evaluation if necessary</li> </ul> |
| 28. Preliminary<br>Examination                        | 28.1         | UNDP shall examine the Bids to determine whether they are complete with respect<br>to minimum documentary requirements, whether the documents have been<br>properly signed, and whether the Bids are generally in order, among other<br>indicators that may be used at this stage. UNDP reserves the right to reject any Bid<br>at this stage.   |
| 29. Evaluation of<br>Eligibility and<br>Qualification | 29.1         | Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).   |
|   | 29.2         | <ul><li>In general terms, vendors that meet the following criteria may be considered qualified:</li><li>a) They are not included in the UN Security Council 1267/1989 Committee's list</li></ul>   |

|  | <ul> <li>of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>   |
|--|---|
| 30. Evaluation of<br>Technical Bid and<br>prices | 30.1 The evaluation team shall review and evaluate the Technical 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 BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.   |
| 31. Due diligence                                | <ul> <li>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: <ul> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul> </li> </ul> |
| 32. Clarification of Bids                        | <ul> <li>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</li> <li>32.2 UNDP's request for clarification and the response shall be in writing and 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 UNDP in the evaluation of the Bids, in accordance with the ITB.</li> <li>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</li> </ul>   |
| 33. Responsiveness of Bid                        | 33.1 UNDP'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, specifications and other requirements of the ITB without material  |

|   |            | deviation, reservation, or omission.   |
|---|------------|--|
|   | 33.2       | If a bid is not substantially responsive, it shall be rejected by UNDP and may no subsequently be made responsive by the Bidder by correction of the materia deviation, reservation, or omission.  |
| 34. Nonconformities,<br>Reparable Errors a<br>Omissions | 34.1<br>nd | Provided that a Bid is substantially responsive, UNDP may waive any non conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.   |
|   | 34.2       | UNDP may request the Bidder to submit the necessary information or<br>documentation, within a reasonable period, to rectify nonmateria<br>nonconformities or omissions in the Bid related to documentation requirements<br>Such omission shall not be related to any aspect of the price of the Bid. Failure of<br>the Bidder to comply with the request may result in the rejection of its Bid.   |
|   | 34.3       | For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:  |
|   |            | <ul> <li>a) if there is a discrepancy between the unit price and the line item total that is<br/>obtained by multiplying the unit price by the quantity, the unit price shal<br/>prevail and the line item total shall be corrected, unless in the opinion of UNDF<br/>there is an obvious misplacement of the decimal point in the unit price; in<br/>which case, the line item total as quoted shall govern and the unit price shal<br/>be corrected;</li> </ul> |
|   |            | <ul> <li>b) if there is an error in a total corresponding to the addition or subtraction o<br/>subtotals, the subtotals shall prevail and the total shall be corrected; and</li> </ul>   |
|   |            | c) if there is a discrepancy between words and figures, the amount in words shall<br>prevail, unless the amount expressed in words is related to an arithmetic<br>error, in which case the amount in figures shall prevail.  |
|   | 34.4       | If the Bidder does not accept the correction of errors made by UNDP, its Bid sha<br>be rejected.   |
| E. AWARD OF CO  | ONTRACT    |  |
| 35. Right to Accept,<br>Reject, Any or All I            |            | UNDP reserves the right to accept or reject any bid, to render any or all of the bid<br>as non-responsive, and to reject all Bids at any time prior to award of contract<br>without incurring any liability, or obligation to inform the affected Bidder(s) of the<br>grounds for UNDP's action. UNDP shall not be obliged to award the contract to the<br>lowest priced offer.  |
| 36. Award Criteria                                      | 36.1       | Prior to expiration of the period of Bid validity, UNDP shall award the contract to<br>the qualified and eligible Bidder that is found to be responsive to the requirement<br>of the Schedule of Requirements and Technical Specification and has offered the<br>lowest price.   |
| 37. Debriefing  | 37.1       | In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing<br>from UNDP. The purpose of the debriefing is to discuss the strengths and<br>weaknesses of the Bidder's submission, in order to assist the Bidder in improving<br>its future Bids for UNDP procurement opportunities. The content of other Bids and<br>how they compare to the Bidder's submission shall not be discussed.   |

| 38. Right to Vary<br>Requirements at the<br>Time of Award       38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of<br>goods and/or services, by up to a maximum twenty-five per cent (25%) of the total<br>offer, without any change in the unit price or other terms and conditions.         39. Contract Signature       39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful<br>Bid Security. If any, and on which event, UNDP may award the Contract to the<br>Second highest rated or call for new Bids.         40. Contract Type and<br>General Terms and<br>Conditions       40.1 The types of Contract to be signed and the applicable UNDP Contract General<br>Terms and Conditions, as specified in BDS, can be accessed at<br>http://www.undp.org/content/Undp/en/home/procurement/business/how-we-<br>buy.html         41. Performance Security       41.1 A performance security, if required in the BDS, shall be provided in the amount<br>specified in BDS and form available at<br>http://popp.undp.org/ layouts/15/WoolFrame.aspx?sourcedor=/UNDP_POPP_<br>DOCUMENT_UBRAPK/Public/PSU_Soliciton_Performance%20Guarantee%20For<br>m.docx&action-default within a maximum of fifteen (15) days of the contract<br>effective.         42. Bank Guarantee for<br>Advanced Payment       42.1 Except when the interests of UNDP sor require, it is UNDP's standard practice to<br>not make advance payment(s) (i.e., payments without having received any<br>outputs). If an advance payment(s) (i.e., payments without having received any<br>outputs). If an advance payment(s) Otherwer is lass. Ne Bidder shall submit a<br>Bank Guarantee in the full amount of the advance payment in the form available<br>at<br>thttp://popp.undp.org/ layouts/15/WoolFrame.aspx?sourcedoc=/UNDP_POPP_<br>DOCUMENT_UBRAPK/Public/PSU_Contract/s206arantee%20For<br>m.docx&action_default         43. Liquidated  |                          |      |   |
|--|--------------------------|------|---|
| Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may<br>constitute sufficient grounds for the annulment of the award, and forfeiture of the<br>Bid Security, if any, and on which event, UNDP may award the Contract to the<br>Second highest rated or call for new Bids.40. Contract Type and<br>General Terms and<br>Conditions40.1The types of Contract to be signed and the applicable UNDP Contract General<br>Terms and Conditions, as specified in BDS, can be accessed at<br>http://www.undp.org/content/Undp/en/home/procurement/business/how-we-<br>buv.html41. Performance Security<br>OCUMENT LIBRARY/Public/PSU Solicitation Performance/Solourantee%20Fo<br>rm.docx&action.edefault within a maximum of fifteen (15) days of the contract<br>signature by both parties. Where a performance security is required, the receipt of<br>the performance security by UNDP solicitation Performance%20Go<br>rm.docx&action.edefault within a maximum of fifteen (15) days of the contract<br>effective.42. Bank Guarantee for<br>Advanced Payment42.1Except when the interests of UNDP so require, it is UNDP's standard practice to<br>not make advance payment is allowed as per the BDS, and exceeds 20% of the<br>total contract price, or USD 30,000. whichever is less, the Bidder shall submit a<br>Bank Guarantee in the full amount of the advance payment is the Contract %20Payment%   | Requirements at the      | 38.1 | goods and/or services, by up to a maximum twenty-five per cent (25%) of the total   |
| General Terms and<br>ConditionsTerms and Conditions, as specified in BDS, can be accessed at<br>http://www.undp.org/content/undp/en/home/procurement/business/how-we-<br>bux/html41. Performance Security41.1 A performance security, if required in the BDS, shall be provided in the amount<br>specified in BDS and form available at<br>https://popp.undp.org/_layout5/15/Wop/Frame.aspx?sourcedoc=/UNDP_POPP<br>DOCUMENT_UBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20For<br>mn.docx&action-default42. Bank Guarantee for<br>Advanced Payment42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to<br>not make advance payment(s) (i.e., payments without having received any<br>outputs). If an advance payment(s) (i.e., payments without having received any<br>outputs). If an advance payment is allowed as per the BDS, and exceed 20% of the<br>total contract price, or USD 30.000, whichever is less, the Bidder shall submit a<br>Bank Guarantee in the full amount of the advance payment is the form available<br>at<br>thtps://popp.undp.org/ layouts/15/Wop/Frame.aspx?sourcedoc=/UNDP_POPP_<br>DOCUMENT_UBRARY/Public/PSU_Contract%20Management%20Payment%20an<br>d%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default43. Liquidated Damages43.1 f specified in the BDS, UNDP shall apply Liquidated Damages for the damages<br>and/or risks caused to UNDP resulting from the Contractor's delays or breach of its<br>obligations as per Contract.45. Vendor Protest45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those<br>performed. The terms of payment shall be within thirty (30) days, after receipt of<br>invoice and certification of acceptance of goods and/or services<br>   | 39. Contract Signature   | 39.1 | Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the  |
| <ul> <li>specified in BDS and form available at https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_UBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20F_DOCUMENT_UBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20F</li> <li>Bank Guarantee for Advance default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.</li> <li>Bank Guarantee for Advanced Payment</li> <li>Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_UBRARY/Public/PSU_Contract%20Management%20Payment%20An d%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</li> <li>Liquidated Damages</li> <li>f specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.</li> <li>Payment Provisions</li> <li>Payment Will be made only upon UNDP's acceptance of the goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.</li> <li>UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement procurement proces. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest_and-sanct</li></ul> | General Terms and        | 40.1 | Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-">http://www.undp.org/content/undp/en/home/procurement/business/how-we-</a>   |
| Advanced Paymentnot make advance payment(s) (i.e., payments without having received any<br>outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the<br>total contract price, or USD 30,000, whichever is less, the Bidder shall submit a<br>Bank Guarantee in the full amount of the advance payment in the form available<br>at<br>https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_<br>DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20an<br>d%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default43. Liquidated Damages43.1If specified in the BDS, UNDP shall apply Liquidated Damages for the damages<br>and/or risks caused to UNDP resulting from the Contractor's delays or breach of its<br>obligations as per Contract.44. Payment Provisions44.1Payment will be made only upon UNDP's acceptance of the goods and/or services<br>performed. The terms of payment shall be within thirty (30) days, after receipt of<br>invoice and certification of acceptance of goods and/or services issued by the<br>proper authority in UNDP with direct supervision of the Contract.45. Vendor Protest45.1UNDP's vendor protest procedure provides an opportunity for appeal to those<br>persons or firms not awarded a contract through a competitive procurement<br>process. In the event that a Bidder believes that it was not treated fairly, the<br>following link provides further details regarding UNDP vendor protest procedures:<br>http://www.undp.org/content/undp/en/home/procurement/business/protest:<br>http://www.undp.org/content/undp/en/home/procurement/business/protest:<br>and-sanctions.html   | 41. Performance Security | 41.1 | specified in BDS and form available at<br><u>https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP</u><br><u>DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Fo</u><br><u>rm.docx&amp;action=default</u> within a maximum of fifteen (15) days of the contract<br>signature by both parties. Where a performance security is required, the receipt of<br>the performance security by UNDP shall be a condition for rendering the contract  |
| <ul> <li>and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.</li> <li>44. Payment Provisions</li> <li>44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.</li> <li>45. Vendor Protest</li> <li>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a 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/content/undp/en/home/procurement/business/protest-and-sanctions.html</li> </ul>  |                          | 42.1 | not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20an">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20an</a> |
| <b>45. Vendor Protest45.1</b> UNDP's vendor protest procedure provides an opportunity for appeal to those<br>persons or firms not awarded a contract through a competitive procurement<br>process. In the event that a Bidder believes that it was not treated fairly, the<br>following link provides further details regarding UNDP vendor protest.   | 43. Liquidated Damages   | 43.1 | and/or risks caused to UNDP resulting from the Contractor's delays or breach of its   |
| persons or firms not awarded a contract through a competitive procurement<br>process. In the event that a Bidder believes that it was not treated fairly, the<br>following link provides further details regarding UNDP vendor protest procedures:<br><u>http://www.undp.org/content/undp/en/home/procurement/business/protest-</u><br><u>and-sanctions.html</u>   | 44. Payment Provisions   | 44.1 | performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will  |
| <b>46.1</b> In the event that the Bidder offers a lower price to the host Government (e.g.   | 45. Vendor Protest       | 45.1 | persons or firms not awarded a contract through a competitive procurement<br>process. In the event that a Bidder believes that it was not treated fairly, the<br>following link provides further details regarding UNDP vendor protest procedures:<br><u>http://www.undp.org/content/undp/en/home/procurement/business/protest-</u>   |
|  | 46. Other Provisions     | 46.1 | In the event that the Bidder offers a lower price to the host Government (e.g.  |

| 46.2<br>46.3 | contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence. |
|--------------|---|
|--------------|---|

## Section 3. Bid Data Sheet

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

| BDS<br>No. | Ref. to<br>Section.2 | Data   | Specific Instructions / Requirements |  |
|------------|----------------------|--|--------------------------------------|--|
| 1          | 7                    | Language of the Bid  | English                              |  |
| 2          |                      | Submitting Bids for Parts or sub-<br>parts of the Schedule of<br>Requirements (partial bids) | Not Allowed                          |  |

| 3 | 20 | Alternative Bids                          | Shall not be considered   |
|---|----|---|---|
| 4 | 21 | Pre-Bid Site Visit                        | Will be Conducted<br>The bidders are encouraged to conduct the physical site visit for<br>complete understanding of the Scope of Works prior sending the<br>formal bid to UNDP, for better understanding of the required work<br>and to raise the queries for consideration/clarification during the<br>site visit, and/or pre-bid meeting. |
|   |    |   | An organized site visit is arranged for 12 <sup>th</sup> August 2018 at the below timings:  |
|   |    |   | 1. Ageel Ebra School-10:00 hrs (Libya Time).2. Al-Forat School-11:00 hrs (Libya Time).3. Al-Mgarba School-12:00 hrs (Libya Time).   |
|   |    |   | Focal Person(s): Mr. Ala Dhiem, Project Coordinator,  |
|   |    |   | Dr. Mohamed Ewaze, Field Engineer   |
|   |    |   | Phone number: +218 91795 6527; + 218 919683397  |
| 5 | 16 | Bid Validity Period                       | 120 days  |
| 6 | 13 | Bid Security                              | Not Required  |
| 7 | 41 | Advanced Payment upon signing of contract | Not Allowed   |
| 8 | 42 | Liquidated Damages                        | Will be imposed as follows:   |
|   |    |   | Percentage of contract price per day of delay: 0.5%<br>Max. number of days of delay 30, after which UNDP may<br>terminate the contract.   |
| 9 | 40 | Performance Security                      | Required: In lieu of Performance security, contract will be subject to a deduction of 10 % (TEN) percent of the amount accepted for the payment as security deposit from all progressive payments.  |
|   |    |   | This amount will be kept as Retention to cover the Defect Liability period* of 12 months after Contract completion date. Retention amount could be replaced with the Bank Guarantee issued by reputable International Bank.   |
|   |    |   | a. The proceeds of the Performance Security shall be payable to UNDP as a compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract.   |

|    |                  |  | <ul> <li>b. Upon successful completion of Defect Liability Period of 12 months and upon issuance of completion certificate, UNDP will release retention money to the Bidder.</li> <li>* Retention Defect Liability is instrument to cover any defects that are discovered or arised in the normal course of usage within 12 months after the works/goods have been put into the service</li> </ul> |
|----|------------------|--|--|
| 10 | 12               | Currency of Bid  | United States Dollar   |
| 11 | 31               | Deadline for submitting requests for clarifications/ questions   | 05 days before the submission deadline   |
| 12 | 31               | Contact Details for submitting clarifications/questions  | Focal Person in UNDP: Procurement Unit<br>Address: UNDP Libya, Palm City Residences, Unit 228, Janzour<br>Area, Tripoli, Libya<br>E-mail address: <u>procurement.ly@undp.org</u>   |
| 13 | 18, 19<br>and 21 | Manner of Disseminating<br>Supplemental Information to the<br>ITB and responses/clarifications to<br>queries | Direct communication to prospective Proposers by email and<br>Posting on the websites:<br>1. <u>www.ly.undp.org</u><br>2. <u>http://procurement-notices.undp.org/</u><br>3. <u>https://www.ungm.org/Public/Notice</u><br>4. <u>https://www.libyaninvestment.com/libya-tenders/</u>   |
| 14 | 23               | Deadline for Submission  | Date and Time:<br>21 <sup>st</sup> August 2018, 14:00 hrs. (Tripoli, Libya time)   |
| 14 | 22               | Allowable Manner of Submitting<br>Bids   | <ul> <li>☑ Courier/Hand Delivery</li> <li>☑ Submission by email</li> <li>□ e-Tendering</li> </ul>  |
| 15 | 22               | Bid Submission Address   | UNDP Libya, Palm City Residences, Unit 228, Janzour Area, Tripoli,<br>Libya<br>Attention: Procurement Unit<br>Tender Reference: <u>ITB/LBY/SFL/2018/045</u><br>or via electronic submission as per BDS No 16   |

| 16 | 22 | Electronic submission (email or<br>eTendering) requirements | <ul> <li>Official Address for e-submission: tenders.ly@undp.org</li> <li>Format: PDF files only</li> <li>Max. File Size per transmission: [5 MB]</li> <li>Max. No. of transmission: [No Limit]</li> <li>No. of copies to be transmitted: [Only 1 copy]</li> <li>Mandatory subject of email: ITB reference Number (ITB/LBY/SFL/2018/045) + Company Name</li> <li>Time Zone to be Recognized: (UTC/GMT+1)</li> <li>Other conditions:</li> <li>Scanned and signed technical and financial bids should be sent in two different files.</li> <li>Bidders may send as many e-mails as needed, considering that every file must not exceed 5MB</li> <li>As an e-mail can take some time to arrive after it is sent, we advise all Bidders to send e-mail submissions well before the deadline.</li> <li>Please be aware that bids emailed to UNDP will be rejected if they are received after the deadline for bid submission. Bidders are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware.</li> <li>Bids sent to the private or individual office email addresses of any procurement staff, will not be considered</li> </ul> |
|----|----|---|---|
| 17 | 25 | Date, time and venue for the opening of bid                 | <ul> <li>Bids will be opened in the presence of bidders' representatives who choose to attend:</li> <li>21<sup>st</sup> August 2018, 16:00 hrs. (Tripoli, Libya time)</li> <li>Venue: United Nations Development Programme, Libya Country Office, Unit 228, Palm City Residence, Sidi Abduljaleel, Janzour Area, Tripoli, Libya</li> <li>Bidders interested to attend the bid opening exercise must send the following information to the above-mentioned email address on or before 12.00 pm on 20<sup>th</sup> August 2018:</li> <li>Participant's Name, Company Name.</li> <li>Please note:</li> <li>Only 01 (one) person from each company will be allowed to participate.</li> <li>Bidders submitting emails indicating their interest after the deadline will not be allowed to attend the bid opening.</li> </ul>  |

| 18 | 27,<br>36 | Evaluation Method for the Award of Contract           | Lowest priced technically responsive, eligible and qualified bid.   |
|----|-----------|---|---|
| 19 |           | Expected date for commencement of Contract            | September 15, 2018  |
| 20 |           | Maximum expected duration of contract                 | The successful bidder (s) will be expected to complete the works within 4 (four) months from the award of contract/site handover. |
| 21 | 35        | UNDP will award the contract to:                      | One Proposer Only   |
| 22 | 39        | Type of Contract                                      | Contract for Civil Works<br>http://www.undp.org/content/undp/en/home/procurement/busi<br>ness/how-we-buy.html                     |
| 23 | 39        | UNDP Contract Terms and<br>Conditions that will apply | UNDP General Terms and Conditions for Works<br>http://www.undp.org/content/undp/en/home/procurement/busi<br>ness/how-we-buy.html  |
| 24 |           | Other Information Related to the ITB                  | N/A   |

#### **Section 4. Evaluation Criteria**

## **Preliminary Examination Criteria**

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Bid Submission Form duly signed and stamped
- Valid business license in Construction
- Power of Attorney, where applicable
- Minimum Bid documents provided (1. Documents Establishing the Eligibility and Qualifications of the Bidder, 2. Technical Bid Form, 3. Priced BOQ. 4. Statement of Satisfactory Performance from the Top 3 Clients, 5. Company's proposed team details)

## **Minimum Eligibility and Qualification Criteria**

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

| Subject Criteria                                     |  | Document<br>Submission<br>requirement |
|--|--|---------------------------------------|
| ELIGIBILITY  |  |                                       |
| Legal Status   | Vendor is a legally registered entity.   | Form B: Bidder<br>Information Form    |
| Eligibility  | Vendor is not suspended, nor debarred, nor otherwise identified as<br>ineligible by any UN Organization or the World Bank Group or any<br>other international Organization in accordance with ITB clause 3.                      | Form A: Bid<br>Submission Form        |
| Conflict of Interest                                 | No conflicts of interest in accordance with ITB clause 4.  | Form A: Bid<br>Submission Form        |
| Bankruptcy   | Has not declared bankruptcy, is not involved in bankruptcy or<br>receivership proceedings, and there is no judgment or pending legal<br>action against the vendor that could impair its operations in the<br>foreseeable future. | Form A: Bid<br>Submission Form        |
| Certificates and<br>Licenses                         | Valid business license In General Construction. Interested bidders<br>must have appropriate permission/registration from relevant<br>Government body to operate in Libya (copy must be provided with the<br>bid).                | Form B: Bidder<br>Information Form    |
| QUALIFICATION  |  |                                       |
| History of Non-<br>Performing Contracts <sup>1</sup> | Non-performance of a contract did not occur as a result of contractor default for the last 3 years.  | Form D: Qualification<br>Form         |

<sup>&</sup>lt;sup>1</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

| Litigation History   | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.   | Form D: Qualification<br>Form  |
|----------------------|--|--------------------------------|
| Previous Experience  | Minimum 05 years of relevant experience.   | Form D: Qualification<br>Form  |
|                      | Minimum 02 contracts of similar value, nature and complexity<br>implemented over the last 10 years, with the value not less than USD<br>150,000.00 per each contract.<br>(For JV/Consortium/Association, all Parties cumulatively should meet<br>requirement).   | Form D: Qualification<br>Form  |
| Financial Standing   | Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).   | Form D: Qualification<br>Form  |
| Technical Evaluation | <ul> <li>The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document and which is as under:</li> <li>1. Minimum of 5 years of experience in construction (civil works).</li> <li>2. Implementation Timeline (to match the period stated in the ITB - 120 days).</li> <li>3. Capacity to undertake civil works including previous experience with similar type of works: <ul> <li>a) A minimum number of 2 contracts with the value not less than USD 150,000.00 per each contract.</li> <li>b) Qualifications and suitability of the key personnel proposed for the contract including their previous experience with same type of assignment:</li> <li><u>Civil Engineer/Project Manager</u> - shall have a University Degree in Civil engineering and minimum of 5 years of experience of work of an equivalent nature.</li> <li><u>Electrician</u> – certified and minimum of 3 years of experience of work of an equivalent nature.</li> <li><u>Plumber</u> - with a minimum of 3 years of experience of work of an equivalent nature.</li> <li>(CVs to be provided for the personnel proposed for the contract).</li> </ul> </li> <li>4. Acceptance to the General Terms and Conditions of UNDP's Standard Contract for Works</li> </ul> | Form E: Technical Bid<br>Form  |
| Financial Evaluation | Detailed analysis of the price schedule based on requirements listed<br>in Section 5 and quoted for by the bidders in Form F.<br>Financial Evaluation shall be based on following factor:  | Form F: Price Schedule<br>Form |
|                      | Lowest priced technically responsive, eligible and qualified bid.  |                                |

## Scope of Work

# Name of Project: Rehabilitation of Ageel Ebra School Location: Al Garabouli Municipality

Provide all materials and transport to site, construct/erect all structures as per attached Drawings, Bill of Quantities and Specifications. Structures are described briefly below:

## School Building:

- Approximate size " Small" 30 m x 30m, one Floor.
- Approximate floor area 900 m2.
- Structure: Reinforced concrete foundations, columns and beams.
- Reinforced concrete central staircase for access from ground floor to the roof.
- Walls brick masonry.
- Wheelchair ramp: stone masonry sides with concrete ramp.
- Windows: Wood.
- Doors: timber frame external, steel security doors.
- Floors: Ceramic floor tiles in toilets, in-situ color chips elsewhere.
- Wall finishes- internal and external plaster and paint.
- Rainwater disposal: Concealed GS gutter and downpipes.
- Roof structure: Reinforced concrete slab
- Toilets: 1 male, 1 female.
- Kitchen facilities: 1 tea room.
- Plumbing: GI water supply pipes, bronze valves, PVC sewage/sanitation pipes, ceramic toilets, sinks, steel sinks in kitchen.
- Electrical / lighting: Concealed conduits, fluorescent lighting throughout.
- Security: Steel security bars on all windows, steel doors at main entrance and safe room, steel shutters on safe room windows.

# Name of Project: Rehabilitation of Al-Forat School Location: Al Garabouli Municipality

Provide all materials and transport to site, construct/erect all structures as per attached Drawings, Bill of Quantities and Specifications. Structures are described briefly below:

## School Building:

- Approximate size " Medium" 50 m x 30m, Two floors.
- Approximate floor area 1500 m2.
- Structure: Reinforced concrete foundations, columns and beams.
- Reinforced concrete central staircase for access from ground floor to the first floor.
- Walls brick masonry.
- Wheelchair ramp: stone masonry sides with concrete ramp.
- Windows: wooden.
- Doors: timber frame external, steel security doors.
- Floors: Ceramic floor tiles in toilets, in-situ color chips elsewhere.
- Wall finishes- internal and external plaster and paint.

- Rainwater disposal: Concealed GS gutter and downpipes.
- Roof structure: Reinforced concrete slab
- Toilets: 2 male, 1 female.
- Kitchen facilities: 1 tea room.
- Plumbing: GI water supply pipes, bronze valves, PVC sewage/sanitation pipes, ceramic toilets, sinks, steel sinks in kitchen.
- Electrical / lighting: Concealed conduits, fluorescent lighting throughout.
- Security: Steel security bars on all windows, steel doors at main entrance and safe room, steel shutters on safe room windows.

## Name of Project: Rehabilitation of Al-Mgarba School Location: Al Garabouli Municipality

Provide all materials and transport to site, construct/erect all structures as per attached Drawings, Bill of Quantities and Specifications. Structures are described briefly below:

## School Building:

- Approximate size " Small " 25 m x 25m, one Floor.
- Approximate floor area 625 m2.
- Structure: Reinforced concrete foundations, columns and beams.
- Reinforced concrete central staircase for access from ground floor to the roof.
- Walls brick masonry.
- Wheelchair ramp: stone masonry sides with concrete ramp.
- Windows: wooden.
- Doors: timber frame external, steel security doors.
- Floors: Ceramic floor tiles in toilets, in-situ color chips elsewhere.
- Wall finishes- internal and external plaster and paint.
- Rainwater disposal: Concealed GS gutter and downpipes.
- Roof structure: Reinforced concrete slab
- Toilets: 1 male, 1 female.
- Kitchen facilities: 1 tea room.
- Plumbing: GI water supply pipes, bronze valves, PVC sewage/sanitation pipes, ceramic toilets, sinks, steel sinks in kitchen.
- Electrical / lighting: Concealed conduits, fluorescent lighting throughout.
- Security: Steel security bars on all windows, steel doors at main entrance and safe room, steel shutters on safe room windows.

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

## **Technical Bid:**

| Have you duly completed all the Returnable Bidding Forms?  |  |
|--|--|
| <ul> <li>Form A: Bid Submission Form</li> </ul>  |  |
| <ul> <li>Form B: Bidder Information Form</li> </ul>  |  |
| <ul> <li>Form C: Joint Venture/Consortium/ Association Information Form</li> </ul>   |  |
| <ul> <li>Form D: Qualification Form</li> </ul>   |  |
| <ul> <li>Form E: Format of Technical Bid/Bill of Quantities</li> </ul>   |  |
| <ul> <li>Statement of Satisfactory Performance from the Top 3 Clients in terms of<br/>Contract Value (work handover certificate/substantial completion certificate and<br/>etc.).</li> </ul> |  |
| <ul> <li>Company's proposed team details (CVs).</li> </ul>   |  |
| <ul> <li>Implementation Timeline.</li> </ul>   |  |
| Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?  |  |

## **Price Schedule:**

|   | Form F: Price Schedule Form |  |
|---|-----------------------------|--|
| _ |                             |  |

Form A: Bid Submission Form

| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
|-----------------|-------------------------|-------|-------------|
| ITB reference:  | ITB/LBY/SFL/2018/045    |       |             |

We, the undersigned, offer to supply the goods and related services required for **Rehabilitation of 1. Ageel Ebra School**, **2. Al-Forat School and 3. Al-Mgarba School**, **Al Garabouli Municipality**, **Tripoli**, **Libya** in accordance with your Invitation to Bid No. ITB/LBY/SFL/2018/045 and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

| Name:      |  |
|------------|--|
| Title:     |  |
| Date:      |  |
| Signature: |  |
| 0          |  |

[Stamp with official stamp of the Bidder]

## Form B: Bidder Information Form

| Legal name of Bidder  | [Complete]   |  |  |
|---|--|--|--|
| Legal address   | [Complete]   |  |  |
| Year of registration  | [Complete]   |  |  |
| Bidder's Authorized Representative<br>Information   | Name and Title: [Complete]<br>Telephone numbers: [Complete]<br>Email: [Complete] |  |  |
| Are you a UNGM registered vendor?   | □ Yes □ No If yes, [insert UGNM vendor number]                                   |  |  |
| Are you a UNDP vendor?  | □ Yes □ No If yes, [insert UNDP vendor number]                                   |  |  |
| Countries of operation  | [Complete]   |  |  |
| No. of full-time employees  | [Complete]   |  |  |
| <b>Quality Assurance Certification (e.g. ISO</b><br><b>9000 or Equivalent)</b> (If yes, provide a Copy<br>of the valid Certificate):  | [Complete]   |  |  |
| Does your Company hold any<br>accreditation such as ISO 14001 or ISO<br>14064 or equivalent related to the<br>environment? (If yes, provide a Copy of<br>the valid Certificate):  | [Complete]   |  |  |
| <b>Does your Company have a written</b><br><b>Statement of its Environmental Policy?</b> (If<br>yes, provide a Copy)  | [Complete]   |  |  |
| Does your organization demonstrates<br>significant commitment to sustainability<br>through some other means, for example<br>internal company policy documents on<br>women empowerment, renewable<br>energies or membership of trade<br>institutions promoting such issues | [Complete]   |  |  |
| Is your company a member of the UN<br>Global Compact  | [Complete]   |  |  |
| Contact person that UNDP may contact for requests for clarifications during Bid evaluation  | Name and Title: [Complete]<br>Telephone numbers: [Complete]<br>Email: [Complete] |  |  |
| Please attach the following documents:  | 1. Company Profile, which should not exceed fifteen (15) pages                   |  |  |

2. Valid business license in construction works. Interested bidders must have appropriate permission/registration from relevant Government body to operate in Libya (copy must be provided with the bid). 3. Bid Submission Form duly signed and stamped (Section 6, Form A). 4. Documents Establishing the Eligibility and Qualifications of the Bidder. Experience as a prime contractor in at least two (2) similar contracts construction/ renovation/ rehabilitation projects with the contract value not less than USD \$ 150,000.00 each contract (Copy of contracts and certification of completion to be provided together with the bid) (Section 6, Form D). 5. Technical Bid Form (Section 6 Form E). 6. Priced BOQ with value for each component filled, signed, stamped and provided (Section 6, Form F). 7. Implementation Timeline. 8. Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value (work handover certificate/substantial completion certificate and etc.). 9. List and value of completed and on-going projects with contact details of clients and current percentage completion of each on-going project. 10. Company's proposed team details (CVs to be provided).

## Form C: Joint Venture/Consortium/Association Information Form

| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
|-----------------|-------------------------|-------|-------------|
| ITB reference:  | ITB/LBY/SFL/2018/045    |       |             |

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

| No | <b>Name of Partner and contact information</b> (address, telephone numbers, fax numbers, e-mail address) | Proposed proportion of responsibilities (in %)<br>and type of goods and/or services to be<br>performed |
|----|--|--|
| 1  | [Complete]   | [Complete]   |
| 2  | [Complete]   | [Complete]   |
| 3  | [Complete]   | [Complete]   |

| Name of leading partner                     |            |
|---|------------|
| (with authority to bind the JV, Consortium, |            |
| Association during the ITB process and, in  | [Complete] |
| the event a Contract is awarded, during     |            |
| contract execution)                         |            |

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

□ Letter of intent to form a joint venture **OR** 

□ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

| Name of partner: | Name of partner: |
|------------------|------------------|
| Signature:       | Signature:       |
| Date:            | Date:            |
| Name of partner: | Name of partner: |
| Signature:       | Signature:       |
| Date:            | Date:            |

## Form D: Eligibility and Qualification Form

| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
|-----------------|-------------------------|-------|-------------|
| ITB reference:  | ITB/LBY/SFL/2018/045    |       |             |

If JV/Consortium/Association, to be completed by each partner.

## **History of Non- Performing Contracts**

| □Non-performing contracts did not occur during the last 3 years  |  |   |  |  |
|--|--|---|--|--|
| Contract(s) not performed in the last 3 years  |  |   |  |  |
| Year         Non- performed         Contract Identification         Total Contract Amount<br>(current value in US\$) |  |   |  |  |
|  |  | Name of Client:<br>Address of Client:<br>Reason(s) for non-performance: |  |  |

## Litigation History (including pending litigation)

| □ No litigation history for the last 3 years |                        |                                  |                         |  |
|--|------------------------|----------------------------------|-------------------------|--|
| □ Litigation                                 | History as indicated b | elow                             |                         |  |
| Year of                                      | Amount in dispute      | Contract Identification          | Total Contract Amount   |  |
| dispute                                      | (in US\$)              |                                  | (current value in US\$) |  |
|  |                        | Name of Client:                  |                         |  |
|  |                        | Address of Client:               |                         |  |
|  |                        | Matter in dispute:               |                         |  |
|  |                        | Party who initiated the dispute: |                         |  |
|  |                        | Status of dispute:               |                         |  |
|  |                        | Party awarded if resolved:       |                         |  |

## **Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

| Project name & | <b>Client &amp; Reference</b> | Contract Value | Period of activity | Types of activities |
|----------------|-------------------------------|----------------|--------------------|---------------------|
| Country of     | Contact Details               |                | and status         | undertaken          |

| Assignment |  |  |
|------------|--|--|
|            |  |  |
|            |  |  |
|            |  |  |

Bidders may also attach their own Project Data Sheets with more details for assignments above.

□ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

## **Financial Standing**

| Annual Turnover for the last 3 years               | Year<br>Year<br>Year | USD<br>USD<br>USD |
|--|----------------------|-------------------|
| Latest Credit Rating (if any), indicate the source |                      |                   |

| Financial information<br>(in US\$ equivalent) | Historic information for the last 3 years |                             |        |  |  |  |
|---|---|-----------------------------|--------|--|--|--|
|   | Year 1                                    | Year 2                      | Year 3 |  |  |  |
|   | Information from Balance Sheet            |                             |        |  |  |  |
| Total Assets (TA)                             |   |                             |        |  |  |  |
| Total Liabilities (TL)                        |   |                             |        |  |  |  |
| Current Assets (CA)                           |   |                             |        |  |  |  |
| Current Liabilities (CL)                      |   |                             |        |  |  |  |
|   | Info                                      | rmation from Income Stateme | ent    |  |  |  |
| Total / Gross Revenue (TR)                    |   |                             |        |  |  |  |
| Profits Before Taxes (PBT)                    |   |                             |        |  |  |  |
| Net Profit                                    |   |                             |        |  |  |  |
| Current Ratio                                 |   |                             |        |  |  |  |

 $\Box$  Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

#### Form E: Format of Technical Bid

| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
|-----------------|-------------------------|-------|-------------|
| ITB reference:  | ITB/LBY/SFL/2018/045    |       |             |

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

## **SECTION 1: Bidder's qualification, capacity and expertise**

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

## 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 requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

## **SECTION 3: Management Structure and Key Personnel**

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

#### Format for CV of Proposed Key Personnel

| Name of Personnel [Insert] |  |
|----------------------------|--|
|----------------------------|--|

| Position for this assignment     | [Insert]  |
|----------------------------------|---|
| Nationality                      | [Insert]  |
| Language proficiency             | [Insert]  |
| Education/ Qualifications        | [Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]   |
|                                  | [Insert]  |
|                                  | [Provide details of professional certifications relevant to the scope of goods and/or services]   |
| Professional certifications      | <ul><li>Name of institution: [Insert]</li><li>Date of certification: [Insert]</li></ul>   |
| Employment Record/<br>Experience | [List all positions held by personnel (starting with present position, list in reverse<br>order), giving dates, names of employing organization, title of position held and<br>location of employment. For experience in last five years, detail the type of<br>activities performed, degree of responsibilities, location of assignments and any<br>other information or professional experience considered pertinent for this<br>assignment.] |
|                                  | [Insert]  |
|                                  | [Provide names, addresses, phone and email contact information for two (2) references]  |
| References                       | Reference 1:<br>[Insert]  |
|                                  | Reference 2:<br>[Insert]  |

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

# FORM F: Price Schedule Form

| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
|-----------------|-------------------------|-------|-------------|
| ITB reference:  | ITB/LBY/SFL/2018/045    |       |             |

Rehabilitation of 1. Ageel Ebra School, 2. Al-Forat School and 3. Al-Mgarba School, Al Garabouli Municipality, Tripoli, Libya

# 1. Ageel Ebra School

| ltem | Description  | Unit   | Qty | Rate in<br>USD | Amount<br>in USD |
|------|--|--------|-----|----------------|------------------|
| Α    | Demolishing and Preparing  |        |     |                |                  |
| A1   | Demolish and remove damaged floor and roof tiles, hand wash<br>basins, glazed fireclay European and estrean W.C. suites, doors,<br>windows including meters etc bell the tiles and preparing surfaces<br>for new tiling works. The surplus should be removed to approved<br>dump areas, all as directed by Engineer.   | L. Sum | 1   |                |                  |
| В    | Painting Works   |        |     |                |                  |
|      | The contractor should allow in his pricing that the engineer may<br>use as many different colors or combination of colors to meet an<br>approved color scheme.<br>The owner has the right to choose any color of or combination, no<br>price difference will be measured for any color variation done<br>All paint works should conform to manufacturer's instructions<br>regarding number of coats, rate of application or drying time<br>Painting to be carried out on new or old surfaces. Price shall<br>include surface preparation, peeling off old defective paint,<br>batching, Etc.<br>On new or old existing walls & ceiling<br>Supply all kinds of the required material and apply paint for<br>internal walls, stairs walls, landings, and wherever needed or<br>instructed by the site engineer, the price should include preparing<br>surface, clean, remove dust and foreign matter, sanding with sand<br>paper, checking the walls, all as instructed and approved by the<br>site engineer. Type of paint shall be of the best quality as<br>approved by the Engineer. | Note   |     |                |                  |
| B1   | Internal painting for internal walls and ceiling one under coat primer and min. 2-coats of emulsion paint with all required works.   | SQ.M   | 150 |                |                  |

| -  |   |      |    |  |
|----|---|------|----|--|
| B2 | Painting of existing wood works (both sided, edges and frame),<br>one under coat primer and min. 2-coats of oil paint for doors, and<br>windows, including rubbing off old paints with all required works.<br>The rate should be paid for overall one plain face of the works.  | SQ.M | 60 |  |
| В3 | Painting of existing metal works, one under coat, primer and min.<br>2 coats of oil-based paint including rubbing off old paint, surface<br>preparation as per Engineer instructions.   | SQ.M | 70 |  |
| С  | Tiling and Marble Works   |      |    |  |
|    | All tilling works shall be measured net in square meters, deducting<br>all openings and voids more than 0.25 m.s.<br>Rate shall include preparation of surfaces under tiles, sand with<br>cement mortar, finish to falls and cross falls, special tile pieces for<br>edges and plastic spacers, pointing and cleaning; all as per<br>specifications and engineer approval.  |      |    |  |
| C1 | Supply and install white glazed wall tiles (grade A) size 150mm X 150mm X 4mm, similar to the existing, laid on 20mm mortar (1:3), including all required works.  | SQ.M | 15 |  |
| D  | Doors, Windows and Metals Works   |      |    |  |
|    | The work shall include supply, fabricate and installation of doors,<br>windows, made out of approved timber to be finish as per the<br>respective specification and the existing doors and windows.<br>Unless otherwise stated all surface of timber doors & windows<br>and casements and door sashes shall be applied with two coat of<br>wood preservative, two coats of primer, two coats of approved<br>paint, paint type and finishing shall be similar to the paint finishing<br>of the existing doors and windows. | Note |    |  |
| D1 | Supply and fix interior wooden door, overall size 1150 X 2200 X 45 mm thick, with frame, similar to the existing, constructed of 2 panels made of wood chipboards and internal supporting ribs, stiles and rails, all from Swedish wood grade 1, including door lock with handle, approved paints, and all required works.  | No   | 3  |  |
| D2 | Supply and fix interior UPVC doors, size 800 X 2100 mm with frame, constructed of approved profiles and UPVC boards, including door lock, all iron monger and hardware, and all required works.   | No   | 8  |  |
| D3 | Supply and fix interior double leaves steel door, overall size 1300 X 2200 mm with frame, similar to the existing, each leaf constructed of 2 panel made of 2 mm single galvanized steel plates, including door lock, all iron monger and hardware, painting with approved paints, as directed by Engineer.   | No   | 1  |  |
| D4 | Maintenance for all internal wooden doors with different sizes.<br>The work includes replacing all damaged parts with new one<br>(except locks), frames fixation and all needed iron monger and<br>hardware for frames and leaves and rubbing off old paints, and all<br>required works.  | SQ.M | 30 |  |
| D5 | Supply and fix interior UPVC windows, overall size 2000 X 550 mm with frame, constructed of approved profiles and 4 openable leaves with 4mm clear glass, including handle, all iron monger and hardware, and all required works.   | No   | 2  |  |

| D6  | Maintenance for all internal wooden windows with different<br>sizes. The work includes replacing all damaged parts with new<br>one, handles and locks, frames fixation and all needed iron<br>monger and hardware for frames and leaves and rubbing off old<br>paints, and all required works.   | SQ.M  | 25  |  |
|-----|--|-------|-----|--|
| D7  | Supply and fix wooden doors' lock with handle, including removing of old lock and all required works.  | No    | 10  |  |
| D8  | Ditto, but for steel doors.  | No    | 5   |  |
| D9  | Supply and fix wooden windows' handle, similar to the existing, including removing of old one as directed by Engineer.   | No    | 20  |  |
| E   | Plumbing & Sanitary Works  |       |     |  |
|     | Plasticized polyvinyl chloride (uPVC) pipes shall be used in the plumbing installation and they must confirm in every respect to the requirements of BS 4514.  | Note  |     |  |
| E1  | Supply and install Poly Propylene (PPR) pipes 1/2", for potable water network. The work includes all tees, bends, and all related work accessories and fittings.   | L.M   | 140 |  |
| E2  | Supply and install Poly Propylene (PPR) pipes 3/4", for potable water network. The work includes all tees, bends, and all related work accessories and fittings.   | L.M   | 60  |  |
| E3  | Supply and fix white glazed fireclay European W.C. suite made of vitreous china to BS 3402 (grade A), complete with 10-liter double action flushing ceramic cistern, and fixed chromium plated tap 1/2", including all water supply pipes 16mm, angle valves, UPVC drainage pipe connecting to the nearest manhole or sewage header and all related work accessories and fittings. | No    | 2   |  |
| E4  | Supply and fix white glazed fire clay standing hand wash basin<br>with overflow and single hole faucet, size 480 x 580 mm, made of<br>vitreous china to BS 3402 (grade A), complete with all water<br>supply pipes 16mm, chromium plated mixer and waste trap. The<br>work includes all related work accessories and fittings.   | No    | 9   |  |
| E5  | Supply and fix flushing cistern set for European W.C. suite, including all related work accessories and fittings.  | No    | 2   |  |
| E6  | Supply and fix 10-liter plastic flushing cistern for Eastern W.C. suite, including all required works.   | No    | 6   |  |
| E7  | Supply and install floor waste trap, size 150 X 150 mm, including chromium plated cover and all required works.  | No    | 4   |  |
| E8  | Supply and install UPVC pipes 1 1/2", for waste water network.<br>The work includes all tees, bends, and all related work accessories<br>and fittings.   | Lin.M | 40  |  |
| E9  | Supply and fix PPR valves of 1/2, 3/4 and 1" diameter and remove old ones, including all required works.   | No    | 6   |  |
| E10 | Supply and install UPVC pipes 4" and 10 bar pressure, for waste water drainage. The work includes all tees, bends, and all related work accessories and fittings.  | Lin.M | 30  |  |
| E11 | Supply and install UPVC pipes 4" and 10 bar pressure, for rain water drainage. The work includes all tees, bends, and all related work accessories and fittings.   | Lin.M | 20  |  |

|     | Supply and fix electrical water heater, 80 liters capacity, 0.8 Mpa   |        |     |  |
|-----|---|--------|-----|--|
| E12 | pressure, provided with temperature gauges, including water<br>supply pipes 16mm, chromium plated control valve, non-return<br>valve and all required works.  | No     | 1   |  |
| E13 | Supply and install PVC tank for potable water, of 2000 liters capacity, including the electrical floating valve and all related work accessories and fittings according to the specifications, and Engineer instructions.           | No     | 2   |  |
| E14 | Supply and fix chromium plated water tap 1/2" diameter, including removal of old ones and all required works.   | No     | 8   |  |
| E15 | Supply and fix 1' and 2 HP horizontal centrifugal pump, one flange<br>and 50 HZ motor, installed on potable water main to supply the<br>water tank. The work includes all related work accessories and<br>fittings.                 | No     | 1   |  |
| E16 | Careful cleaning of blocked waste water pipes and sewage manholes, according to the specifications, and Engineer instructions.  | L. Sum | 1   |  |
| F   | Electrical Works.   |        |     |  |
|     | Unless otherwise stated, Rates in Bill of Quantities shall include all necessary materials Cables, conduits, PVC sunk box, bulbs, switches etc.) and labour required to complete the electrical installation to good working order. | Note   |     |  |
| F1  | Supply and install connect and commission, flexible electrical wires of 750 V grade and comply with BS 6500 Table 12, insulated with PVC of 4 mSQ.M size, according to the specifications, and Engineer instructions.               | Lin.M  | 100 |  |
| F2  | Ditto, but 2.5 mSQ.M size.  | Lin.M  | 200 |  |
| F3  | Supply and install single pole 16 A, 220V, lighting switch, the work includes removal of old ones and all required works.   | No     | 15  |  |
| F4  | Ditto, but double pole 16 A, 220 V.   | No     | 10  |  |
| F5  | Supply and install single pole 16 A, 220V, socket outlet. The work includes the earthling cable and removal of old ones and all required works.   | No     | 15  |  |
| F6  | Supply and install fluorescent lighting fixture 2 X 40 watt with plastic cover, including 120 cm day light lamps, 3 X 1.5 mSQ.M wires, conduits, chock coils, starters, capacitors, clamps, bolts, and all needed accessories.      | No     | 36  |  |
| F7  | Ditto, but 1 X 40 watt.   | No     | 5   |  |
| F8  | Ditto, but 2 X 20-watt water proof type IP 65, for toilets.   | No     | 4   |  |
| F9  | Supply and fix fluorescent day light lamps, 40-watt, 120 cm, the work includes removal of old ones and all required works.  | No     | 40  |  |
| F10 | Supplying and fix chock coils for fluorescent fixture of all sizes, the work includes removal of old ones and all required works.   | No     | 15  |  |
| F11 | Supplying and fix starters for fluorescent fixture of all sizes, the work includes removal of old ones and all required works.  | No     | 40  |  |
| F12 | Supply and fix electrical air extractor, size 300 X 300 mm. The work includes all related work accessories and fittings.  | No     | 2   |  |
|     |   |        |     |  |

| Grand Total Ageel Ebra School carried to summary |  |  |
|--|--|--|

## 2. Al-Forat School

| Item | Description  | Unit | Qty | Rate in<br>USD | Amount<br>in USD |
|------|--|------|-----|----------------|------------------|
| Α    | Demolishing and Preparing  |      |     |                |                  |
| A1   | Demolish and remove damaged floor and roof tiles, hand wash<br>basins, glazed fireclay European and estrean W.C. suites, doors,<br>windows and walls including mortars. etc bell the tiles and<br>preparing surfaces for new tiling works. The surplus should be<br>removed to approved dump arsenal as directed by Engineer.  | S L  | 1   |                |                  |
| В    | Painting Works   |      |     |                |                  |
|      | The contractor should allow in his pricing that the engineer may<br>use as many different colors or combination of colors to meet an<br>approved color scheme.   |      |     |                |                  |
| B1   | Internal painting for internal walls and ceiling one under coat<br>primer and min. 2-coats of emulsion paint with all required works.<br>The work shall also include supply and application of one coat of<br>putty with rubbing.  | M2   | 500 |                |                  |
| B2   | Supply & paint exterior acrylic textured paints for exterior walls<br>and fence, the texture and color to be approved. The work includes<br>repairing damaged plaster up to 20 X 20 cm, rubbing of old paints,<br>cleaning and preparing the surfaces for new works.   | M2   | 200 |                |                  |
| В3   | Painting of existing wood works (both sided, edges and frame),<br>one under coat primer and min. 2-coats of oil paint for doors, and<br>windows, including rubbing off old paints with all required works.<br>The rate should be paid for overall one plain face of the works.   | M2   | 20  |                |                  |
| B4   | Painting of existing metal works (both sided, edges and frame),<br>one under coat, primer and min. 2 coats of oil-based paint<br>including rubbing off old paint, surface preparation as per Engineer<br>instructions. The rate should be paid for overall one plain face of<br>the works.   | M2   | 10  |                |                  |
| С    | Tiling and Marble Works  |      |     |                |                  |
|      | All tilling works shall be measured net in square meters, deducting<br>all openings and voids more than 0.25 m.s.<br>Rate shall include preparation of surfaces under tiles, sand with<br>cement mortar, finish to falls and cross falls, special tile pieces for<br>edges and plastic spacers, pointing and cleaning; all as per<br>specifications and engineer approval. |      |     |                |                  |
| C1   | Supply and install none slipping ceramic (grade A) size 330mm x<br>330mm x 8mm thick for toilet floors, similar to the existing, laid on<br>30mm mortar bed, including all required works according to<br>specifications and Engineer instructions.  | M2   | 20  |                |                  |
| C2   | Supply and install white glazed wall tiles (grade A) size 200mm X 200mm X 4mm, similar to the existing, laid on 20mm mortar (1:3), including all required works.   | M2   | 45  |                |                  |

| r   |  |      |    | 1 |  |
|-----|--|------|----|---|--|
| C3  | Supply and install terrazzo floor tiles (grade A) size 300mm x 300mm x 300mm with basalt stone of medium size, similar to the existing, laid on 30mm mortar bed and 5 cm thick sand bed, including all required works.   | M2   | 75 |   |  |
| C4  | Supply and install white Carrara marble stair treads size 320 mm wide x 30mm thick with chamfered edges and risers size 150 mm high x 20mm thick, similar to the existing, laid on 20mm thick mortar bed. The price including skirting 20mm thick on the both sides and removal of damaged marble, including all required works.                         | M2   | 25 |   |  |
| C5  | Supply and install wall skirting made of white marble (grade A), similar to the existing, 10mm thick and 100mm height, including all required works.   | L.M  | 25 |   |  |
| D   | Doors, Windows and Metals Works  |      |    |   |  |
|     | The work shall include supply, fabricate and installation of doors, windows, made out of approved timber to be finish as per the respective specification and the existing doors and windows.  | Note |    |   |  |
| D1  | Supply and fix interior Swedish wood door, overall size 1000 X 2100 X 45 mm thick, with frame, similar to the existing, constructed of 2 panels made of wood chipboards and internal supporting ribs, stiles and rails from Swedish wood grade 1, including door lock with handle, approved paints, and removal of damaged doors and all required works. | No   | 20 |   |  |
| D2  | Supply and fix interior steel door, size 1000 X 2150 mm with frame,<br>similar to the existing, constructed of 2 panel made of 2 mm single<br>galvanized steel plates, including door lock, all iron monger and<br>hardware, painting with approved paints, as directed by Engineer.   | No   | 1  |   |  |
| D3  | Ditto, but double leaves doors, size 1000 X 2150 mm with frame.  | No   | 2  |   |  |
| D4  | Supply and fix interior UPVC doors, size 900 X 2000 mm with frame, constructed of approved profiles and UPVC boards, including door lock, all iron monger and hardware, and all required works.  | No   | 16 |   |  |
| D5  | Maintenance for wooden doors with different sizes. The work<br>includes replacing all damaged parts with new one (except locks),<br>frames fixation and all needed iron monger and hardware for<br>frames and leaves and rubbing off old paints, and all required<br>works.  | M2   | 15 |   |  |
| D6  | Ditto, but for steel doors.  | M2   | 8  |   |  |
| D7  | Supply and fix interior UPVC windows, overall size 1650 X 1350 mm with frame, constructed of approved profiles, with 2 openable leaves, fixed panel and 4mm clear glass, including handles, all iron monger and hardware, and all required works.  | No   | 84 |   |  |
| D8  | Ditto, but size 1650 X 650 mm with frame.  | No   | 20 |   |  |
| D9  | Ditto, but size 600 X 400 mm with frame.   | No   | 16 |   |  |
| D10 | Supply and fix steel protection grill for windows, 1650 X 1350 mm, constructed of approved sections, including decorations, all iron monger and hardware, painting with approved paints, and all required works.   | No   | 84 |   |  |

| D11 | Supply and fix wooden doors' lock with handle, including removing  | No   | 8   |  |
|-----|--|------|-----|--|
| D12 | of old lock and all required works.<br>Ditto, but for steel doors.   | No   | 4   |  |
|     | Supply and fix clear glass 4 mm thick, similar to the existing, for  |      |     |  |
| D13 | broken windows.  | M2   | 20  |  |
| E   | Insulation Works   |      |     |  |
| E1  | Supply, install and test single layer bituminous sheet 4mm thick for<br>bath rooms floor insulation, lay with 75mm side laps and 100mm<br>end laps, raised 200mm at floor edges and comply with ASTM<br>D751 as directed by Engineer.  | M2   | 40  |  |
| E2  | Repair insulation layers of expansion joints on the roofs by<br>removing of damaged layers (including screed and tiles) and<br>rebuild them according to specifications and as directed by<br>Engineer.  | L.M  | 20  |  |
| E3  | Supply and fix aluminum cover strips of 150 mm width for expansion joints, including all required works.   | L.M  | 30  |  |
| F   | Plumbing & Sanitary Works  |      |     |  |
|     | Plasticized polyvinyl chloride (uPVC) pipes shall be used in the plumbing installation and they must confirm in every respect to the requirements of BS 4514.  | Note |     |  |
| F1  | Supply and install Poly Propylene (PPR) pipes 1/2", for potable water network. The work includes all tees, bends, and all related work accessories and fittings.   | L.M  | 300 |  |
| F2  | Supply and install Poly Propylene (PPR) pipes 3/4", for potable water network. The work includes all tees, bends, and all related work accessories and fittings.   | L.M  | 120 |  |
| F3  | Supply and install Poly Propylene (PPR) pipes 1", for potable water supply. The work includes all tees, bends, and all related work accessories and fittings.  | L.M  | 80  |  |
| F4  | Supply and fix white glazed fireclay European W.C. suite made of vitreous china to BS 3402 (grade A), complete with 10-liter double action flushing ceramic cistern, and fixed chromium plated tap 1/2", including all water supply pipes 16mm, angle valves, UPVC drainage pipe connecting to the nearest manhole or sewage header and all related work accessories and fittings. | No   | 8   |  |
| F5  | Supply and fix white glazed fireclay Eastern W.C. suite, made of vitreous china to BS 3402 (grade A), with 10-liter plastic flushing cistern, and fixed chromium plated tap 1/2", including all water supply pipes. The work includes all related work accessories and fittings.   | No   | 8   |  |
| F6  | Supply and fix white glazed fire clay standing hand wash basin with<br>overflow and single hole faucet, size 480 x 580 mm, made of<br>vitreous china to BS 3402 (grade A), complete with all water supply<br>pipes 16mm, chromium plated mixer and waste trap. The work<br>includes all related work accessories and fittings.   | No   | 18  |  |
| F7  | Supply and install floor waste trap, size 150 X 150 mm, including chromium plated cover and all required works.  | No   | 6   |  |
| F8  | Supply and fix PPR valves of 1/2, 3/4 and 1" diameter and remove old ones, including all required works.   | No   | 10  |  |

|     |  |      |     | 1 | , |
|-----|--|------|-----|---|---|
| F9  | Supply and install UPVC pipes 1 1/2", for waste water network. The work includes all tees, bends, and all related work accessories and fittings  | L.M  | 25  |   |   |
| F10 | fittings.<br>Supply and install UPVC pipes 4", for waste water network. The<br>work includes all tees, bends, and all related work accessories and<br>fittings.  | L.M  | 15  |   |   |
| F11 | Ditto, for rain water drainage.  | L.M  | 60  |   |   |
| F12 | Supply and fix flushing cistern set for European W.C. suite, including all related work accessories and fittings.  | No   | 2   |   |   |
| F13 | Supply and fix electrical water heater, 80 liters capacity, 0.8 Mpa pressure, provided with temperature gauges, including water supply pipes 16mm, chromium plated control valve, non-return valve and all required works.                   | No   | 3   |   |   |
| F14 | Supply and fix chromium plated water tap 1/2" diameter, including removal of old ones and all required works.  | No   | 2   |   |   |
| F15 | Supply and install PVC tank for potable water, of 2000 liters capacity, including the electrical floating valve and all related work accessories and fittings according to the specifications, and Engineer instructions.                    | No   | 2   |   |   |
| F16 | Supply and fix 1' and 2 HP horizontal centrifugal pump, one flange<br>and 50 HZ motor, installed on potable water main to supply the<br>water tank. The work includes all related work accessories and<br>fittings.                          | No   | 2   |   |   |
| F17 | Careful cleaning of blocked waste water pipes and sewage manholes, according to the specifications, and Engineer instructions.   | L.S  | 1   |   |   |
| G   | Electrical Works.  |      |     |   |   |
|     | Unless otherwise stated, Rates in Bill of Quantities shall include all<br>necessary materials Cables, conduits, PVC sunk box, bulbs,<br>switches etc.) and labour required to complete the electrical<br>installation to good working order. | Note |     |   |   |
| G1  | Supply and install connect and commission, flexible electrical wires of 750 V grade and comply with BS 6500 Table 12, insulated with PVC of 10 mm <sup>2</sup> size, according to the specifications, and Engineer instructions.             | L.M  | 50  |   |   |
| G2  | Supply and fix electrical wire 6 mm <sup>2</sup> size.   | L.M  | 600 |   |   |
| G3  | Ditto, but 4 mm² size.   | L.M  | 950 |   |   |
| G4  | Ditto, but 2.5 mm <sup>2</sup> size.   | L.M  | 800 |   |   |
| G5  | Supply and install single pole 16 A, 220V, lighting switch, the work includes removal of old ones and all required works.  | No   | 40  |   |   |
| G6  | Ditto, but double pole 16 A, 220 V.  | No   | 30  |   |   |
| G7  | Supply and install single pole 16 A, 220V, socket outlet. The work includes the earthling cable and removal of old ones and all required works.  | No   | 60  |   |   |

| G8  | Supply and fix main distribution boards comply with BS 5486: Part 1 (IEC 60439-1 Form 4), fabricated from sheet steel having a minimum thickness of 1.5 mm. The steel shall be electro zinc plated, (Zintec), with 100 A main 4 poles switch, 16 air circuit breakers, wiring, and all needed accessories.               | No | 1   |  |
|-----|--|----|-----|--|
| G9  | Supply and fix sub-main distribution boards comply with BS 5486:<br>Part 1 (IEC 60439-1 Form 4), fabricated from sheet steel having a<br>minimum thickness of 1.5 mm. The steel shall be electro zinc<br>plated, (Zintec), with 50 A main 2 poles switch, 8 air circuit<br>breakers, wiring, and all needed accessories. | No | 4   |  |
| G10 | Supply and install fluorescent lighting fixture 2 X 40 watt with plastic cover, including 120 cm day light lamps, 3 X 1.5 mm2 wires, conduits, chock coils, starters, capacitors, clamps, bolts, and all needed accessories.   | No | 132 |  |
| G11 | Ditto, but 2 X 20-watt water proof type IP 65, for toilets.  | No | 24  |  |
| G12 | Supply and fix electrical air extractor, size 300 X 300 mm. The work includes all related work accessories and fittings.   | No | 4   |  |
| G13 | Supplying and fix external spotlight with 1000-watt halogen lamp.<br>The work includes all related work accessories and fittings.  | No | 4   |  |
|     | Grand Total Al-Forat School carried to summary   |    |     |  |

# 3.Al-Mgarba School

| ltem | Description   | Unit | Qty | Rate in<br>USD | Amount<br>in USD |
|------|---|------|-----|----------------|------------------|
| A1   | Demolish and remove damaged floor and roof tiles, hand wash<br>basins, glazed fireclay European and estrean W.C. suites, doors,<br>windows including meters. etc bell the tiles and preparing surfaces<br>for new tiling works. The surplus should be removed to approved<br>dump areas, all as directed by Engineer.   | SL   | 1   |                |                  |
| В    | Block Works   |      |     |                |                  |
|      | <ol> <li>1- All works of this bill shall be of concrete blocks Grade 35 of<br/>high quality standards and as per specifications.</li> <li>2- Block works shall be measured in meter square.</li> <li>3 - No allowance for thickness used according to the Engineer's<br/>instructions.</li> <li>4- Rates of block works include: -         <ul> <li>Vertical and horizontal joints.</li> <li>Expansion Joint.</li> <li>Aluminum or stainless-steel covers to Expansion Joints for walls.</li> <li>Price to include Mastic Filler, packing rod, fixing with galvanized<br/>screws every 30 cm. and all accessories in accordance with details<br/>and relative specifications.</li> <li>Cement mortar, cement to sand (1:5)</li> <li>Supply and Build Concrete Hollow Block Walls Grade 35 of size<br/>blocks 20 cm thick.</li> <li>The work shall include remove all debris safely to approved dump<br/>site."</li> </ul> </li> </ol> | Note |     |                |                  |

|    |   |      | 1  |  |
|----|---|------|----|--|
|    | Supply & build hollow concrete blocks size 40x20x20cm, built with     |      |    |  |
| B1 | cement sand mortar (1:4) mix according to technical specification     | M2   | 15 |  |
|    | and instruction of Engineer.  |      |    |  |
| С  | Plastering Works  |      |    |  |
|    | "Plastering to all areas shall be measured net, including openings    |      |    |  |
|    | that are less than 0.25-Meter Sq. The price shall include for running |      |    |  |
|    | rolls, all narrow widths, for taking out joints on block walls or     |      |    |  |
|    | backing concrete face for key, for making good to frames around       |      |    |  |
|    | pipes and other fittings, plastering to jambs and reveals of          |      |    |  |
|    | openings, side of columns, window sills; all of which shall be        |      |    |  |
|    | measured as plastering.   |      |    |  |
|    | Price shall also include Expanded metal lath, angle beads at all free |      |    |  |
|    | corners and plaster stops at opening edges, expansion joints, sills,  |      |    |  |
|    | labor, curing, erecting and dismantling of scaffoldings, additives,   |      |    |  |
|    | pigments and all incidentals required as specification and engineer   |      |    |  |
|    | approval"   | Note |    |  |
|    | Rates shall include;  |      |    |  |
|    | Supply of all needed materials, including galvanized angles for the   |      |    |  |
|    | corners, windows and external decoration as well as the use of        |      |    |  |
|    | galvanized wire mesh between concrete and block work.                 |      |    |  |
|    | Mix and proportion cement plaster in accordance with ASTM C926.       |      |    |  |
|    | Preparation works by covering all conduits of electricity, water      |      |    |  |
|    | supplies, etc., and removal of wires and nails and cleaning of        |      |    |  |
|    | surfaces to be ready for plastering                                   |      |    |  |
|    | Scaffolding, maintenance all existing plaster after removal           |      |    |  |
|    | specified area, preparing the surface to install the new layer,       |      |    |  |
|    | covering the windows by polyhedrane sheets.                           |      |    |  |
|    | Supply and make internal plastering 25 mm thick for walls and         |      |    |  |
|    | ceiling with cement sand mortar (1:3) mix made of 440 Kg cement       |      |    |  |
| C1 | + 1 M3 sand. The work includes rough 15 mm primer rendering,          | M2   | 30 |  |
|    | finishing coat 10 mm and metal mesh at concrete block work            |      |    |  |
|    | joints, edges and openings.   |      |    |  |
| D  | Painting Works  |      |    |  |

| r  |   |      |    | • |  |
|----|---|------|----|---|--|
|    | The contractor should allow in his pricing that the engineer may        |      |    |   |  |
|    | use as many different colors or combination of colors to meet an        |      |    |   |  |
|    | approved color scheme.  |      |    |   |  |
|    | The owner has the right to choose any color of or combination,          |      |    |   |  |
|    | no price difference will be measured for any color variation done       |      |    |   |  |
|    | All paint works should conform to manufacturer's instructions           |      |    |   |  |
|    | regarding number of coats, rate of application or drying time           |      |    |   |  |
|    | Painting to be carried out on new or old surfaces. Price shall          |      |    |   |  |
|    | include surface preparation, peeling off old defective paint,           |      |    |   |  |
|    | batching, Etc.  |      |    |   |  |
|    | On new or old existing walls & ceiling                                  |      |    |   |  |
|    | Supply all kinds of the required material and apply paint for           |      |    |   |  |
|    | internal walls, stairs walls, landings, and wherever needed or          |      |    |   |  |
|    | instructed by the site engineer, the price should include               |      |    |   |  |
|    | preparing surface, clean, remove dust and foreign matter,               |      |    |   |  |
|    | sanding with sand paper, checking the walls, all as instructed and      |      |    |   |  |
|    | approved by the site engineer. Type of paint shall be of the best       |      |    |   |  |
|    | quality as approved by the Engineer.                                    |      |    |   |  |
|    | Paint shall be from approved color with approved manufacturer.          |      |    |   |  |
|    | Rates shall include:  |      |    |   |  |
|    | Preparation of surface including puttying, sealing and priming.         |      |    |   |  |
|    | Painting for any area, width, or location                               |      |    |   |  |
|    | Any taping and covering to protect areas and others.                    |      |    |   |  |
|    | cleaning and polish for any place after paint.                          |      |    |   |  |
| D1 | Internal painting for internal ceiling one under coat primer and        | M2   | 80 |   |  |
|    | min. 2-coats of emulsion paint with all required works.                 |      |    |   |  |
|    | Painting of existing wood works (both sided, edges and frame), one      |      |    |   |  |
| D2 | under coat primer and min. 2-coats of oil paint for doors, and          | M2   | 60 |   |  |
| 02 | windows, including rubbing off old paints with all required works.      | 1012 | 00 |   |  |
|    | The rate should be paid for overall one plain face of the works.        |      |    |   |  |
|    | Painting of existing metal works (both sided, edges and frame),         |      |    |   |  |
|    | one under coat, primer and min. 2 coats of oil-based paint              |      |    |   |  |
| D3 | including rubbing off old paint, surface preparation as per Engineer    | M2   | 80 |   |  |
|    | instructions. The rate should be paid for overall one plain face of     |      |    |   |  |
|    | the works.  |      |    |   |  |
| Е  | Tiling and Marble Works   |      |    |   |  |
|    | All tilling works shall be measured net in square meters, deducting     |      |    |   |  |
|    | all openings and voids more than 0.25 m.s.                              |      |    |   |  |
|    | Rate shall include preparation of surfaces under tiles, sand with       |      |    |   |  |
|    | cement mortar, finish to falls and cross falls, special tile pieces for |      |    |   |  |
|    | edges and plastic spacers, pointing and cleaning; all as per            |      |    |   |  |
|    | specifications and engineer approval.                                   |      |    |   |  |
|    | Supply and install none slipping ceramic (grade A) size 330mm x         |      |    |   |  |
| E1 | 330mm x 8mm thick for toilet floors, similar to the existing, laid on   | 142  | 20 |   |  |
| E1 | 30mm mortar bed, including all required works according to              | M2   | 20 |   |  |
|    | specifications and Engineer instructions.                               |      |    |   |  |
|    | Supply and install white glazed wall tiles (grade A) size 200mm X       |      |    |   |  |
| E2 | 200mm X 4mm, similar to the existing, laid on 20mm mortar (1:3),        | M2   | 80 |   |  |
| LZ | including all required works.   | 1012 | 00 |   |  |
|    |   |      |    |   |  |

| F  | Doors, Windows and Metals Works  |      |    |  |
|----|--|------|----|--|
|    | The work shall include supply, fabricate and installation of doors, windows, made out of approved timber to be finish as per the respective specification and the existing doors and windows.  | Note |    |  |
| F1 | Supply and fix interior wooden door, overall size 1150 X 2100 X 45 mm thick, with frame, similar to the existing, constructed of 2 panels made of wood chipboards and internal supporting ribs, stiles and rails, all from Swedish wood grade 1, including door lock with handle, approved paints, and all required works.   | No   | 4  |  |
| F2 | Ditto, but overall size 900 X 2100mm.  | No   | 7  |  |
| F3 | Supply and fix interior UPVC doors, size 800 X 2100 mm with frame, constructed of approved profiles and UPVC boards, including door lock, all iron monger and hardware, and all required works.  | No   | 4  |  |
| F4 | Maintenance for wooden doors with different sizes. The work<br>includes replacing all damaged parts with new one (except locks),<br>frames fixation and all needed iron monger and hardware for<br>frames and leaves and rubbing off old paints, and all required<br>works.  | M2   | 20 |  |
| F5 | Ditto, but for steel doors.  | M2   | 10 |  |
| F6 | Supply and fix interior UPVC window, overall size 550 X 1200 mm, constructed of approved profiles and 4mm clear glass, including handle, all iron monger and hardware, and all required works.   | No   | 60 |  |
| F7 | Supply and fix a UPVC partition of overall size 3800 mm X 3500 mm, constructed of high quality approved profiles, including all iron and hardware, as directed by Engineer.  | No   | 1  |  |
| F8 | Supply and fix wired glass 4 mm thick, similar to the existing, as directed by Engineer.   | M2   | 20 |  |
| G  | Plumbing & Sanitary Works  |      |    |  |
|    | Plasticized polyvinyl chloride (uPVC) pipes shall be used in the plumbing installation and they must confirm in every respect to the requirements of BS 4514.  | Note |    |  |
| G1 | Supply and install Poly Propylene (PPR) pipes 1/2", for potable water network. The work includes all tees, bends, and all related work accessories and fittings.   | L.M  | 80 |  |
| G2 | Supply and install Poly Propylene (PPR) pipes 3/4", for potable water network. The work includes all tees, bends, and all related work accessories and fittings.   | L.M  | 50 |  |
| G3 | Supply and install Poly Propylene (PPR) pipes 1", for potable water supply. The work includes all tees, bends, and all related work accessories and fittings.  | L.M  | 30 |  |
| G4 | Supply and fix white glazed fireclay European W.C. suite made of vitreous china to BS 3402 (grade A), complete with 10-liter double action flushing ceramic cistern, and fixed chromium plated tap 1/2", including all water supply pipes 16mm, angle valves, UPVC drainage pipe connecting to the nearest manhole or sewage header and all related work accessories and fittings. | No   | 2  |  |

| -   |  |      |     | • |  |
|-----|--|------|-----|---|--|
| G5  | Supply and fix white glazed fireclay Eastern W.C. suite, made of vitreous china to BS 3402 (grade A), with 10-liter plastic flushing cistern, and fixed chromium plated tap 1/2", including all water supply pipes. The work includes all related work accessories and fittings.   | No   | 2   |   |  |
| G6  | Supply and fix white glazed fire clay standing hand wash basin with<br>overflow and single hole faucet, size 480 x 580 mm, made of<br>vitreous china to BS 3402 (grade A), complete with all water supply<br>pipes 16mm, chromium plated mixer and waste trap. The work<br>includes all related work accessories and fittings. | No   | 2   |   |  |
| G7  | Supply and install floor waste trap, size 150 X 150 mm, including chromium plated cover and all required works.  | No   | 4   |   |  |
| G8  | Supply and install UPVC pipes 1 1/2", for waste water network. The work includes all tees, bends, and all related work accessories and fittings.   | L.M  | 40  |   |  |
| G9  | Supply and fix PPR valves of 1/2, 3/4 and 1" diameter and remove old ones, including all required works.   | No   | 4   |   |  |
| G10 | Supply and install UPVC pipes 4", for waste water network. The work includes all tees, bends, and all related work accessories and fittings.   | L.M  | 20  |   |  |
| G11 | Ditto for rain water drainage.   | L.M  | 30  |   |  |
| G12 | Supply and fix electrical water heater, 80 liters capacity, 0.8 Mpa pressure, provided with temperature gauges, including water supply pipes 16mm, chromium plated control valve, non-return valve and all required works.   | No   | 2   |   |  |
| G13 | Careful cleaning of blocked waste water pipes and sewage manholes, according to the specifications, and Engineer instructions.   | L.S  | 1   |   |  |
| н   | Electrical Works.  |      |     |   |  |
|     | Unless otherwise stated, Rates in Bill of Quantities shall include all necessary materials Cables, conduits, PVC sunk box, bulbs, switches etc.) and labour required to complete the electrical installation to good working order.  | Note |     |   |  |
| H1  | Supply and install connect and commission, flexible electrical wires of 750 V grade and comply with BS 6500 Table 12, insulated with PVC of 4 mm <sup>2</sup> size, according to the specifications, and Engineer instructions.  | L.M  | 100 |   |  |
| H2  | Ditto, but 6 mm <sup>2</sup> size.   | L.M  | 50  |   |  |
| H3  | Ditto, but 2.5 mm <sup>2</sup> size.   | L.M  | 200 |   |  |
| H4  | Supply and install single pole 16 A, 220V, lighting switch, the work includes removal of old ones and all required works.  | No   | 20  |   |  |
| H5  | Ditto, but double pole 16 A, 220 V.  | No   | 20  |   |  |
| H6  | Supply and install single pole 16 A, 220V, socket outlet. The work includes the earthling cable and removal of old ones and all required works.  | No   | 20  |   |  |
| Н7  | Supply and install fluorescent lighting fixture 2 X 40 watt with plastic cover, including 120 cm day light lamps, 3 X 1.5 mm2 wires, conduits, chock coils, starters, capacitors, clamps, bolts, and all needed accessories.   | No   | 25  |   |  |

| H8  | Ditto, but 2 X 20-watt water proof type IP 65, for toilets.   | No | 4 |  |
|-----|---|----|---|--|
| Н9  | Supply and fix electrical single air circuit breakers, 2 phase voltage, of 2 pole and (6 - 32 A) rating and shall conform to IEC 60947-2. | No | 5 |  |
| H10 | Ditto but, double and (32 - 65 A) rating.   | No | 2 |  |
| H11 | Supply and fix electrical air extractor, size 300 X 300 mm. The work includes all related work accessories and fittings.                  | No | 2 |  |
| H12 | Supplying and fix external spotlight with 1000-watt halogen lamp.<br>The work includes all related work accessories and fittings.         | No | 4 |  |
|     | Grand Total for Al-Mgarba School carried to summary   |    |   |  |

| Summary                              |               |  |  |  |
|--------------------------------------|---------------|--|--|--|
| Description                          | Amount in USD |  |  |  |
| Grand Total - Ageel Ebra School      |               |  |  |  |
| Grand Total - Al-Forat School        |               |  |  |  |
| Grand Total- Al-Mgarba School        |               |  |  |  |
| Grand Total - (3 Schools)            |               |  |  |  |
| Grand total (3 schools) in words USD |               |  |  |  |
| Company Name                         |               |  |  |  |
| Authorized Person                    |               |  |  |  |
| Position                             |               |  |  |  |
| Email                                |               |  |  |  |
| Mobile Number                        |               |  |  |  |
| Address                              |               |  |  |  |

#### FORM G: Form of Bid Security

## Bid Security must be issued using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template.

#### To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated Click here to enter a date. to execute goods and/or services [Insert Title of Goods and/or Services] (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 if the Bidder:

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

AND WHEREAS we have agreed to give the Bidder such 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 up to 30 days after the final date of validity of bids.

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

| Signature: |    | <br> |
|------------|----|------|
| Name:      |    | <br> |
| Title:     |    | <br> |
| Date:      |    | <br> |
| Name of Ba | nk | <br> |
| Address    |    | <br> |
|            |    |      |

### [Stamp with official stamp of the Bank]