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Resilient nations.*

## INVITATION TO BID

**Construction of Single Unit of Five Prefab Classrooms in Auqba Ben Nafaa School in Obari Municipality,  
Libya.**

ITB No.: ITB/LBY/RLC/2018/102  
Project: Resilience of Local Communities  
Country: Libya  
Issued on: 10 October 2018

## CONTENTS

<b>Section 1. Letter of Invitation .....</b>	<b>4</b>
<b>Section 2. Instruction to Bidders .....</b>	<b>5</b>
<b>GENERAL PROVISIONS .....</b>	<b>5</b>
1. Introduction .....	5
2. Fraud & Corruption, Gifts and Hospitality.....	5
3. Eligibility .....	5
4. Conflict of Interests .....	5
<b>B. PREPARATION OF BIDS .....</b>	<b>6</b>
5. General Considerations.....	6
6. Cost of Preparation of Bid .....	6
7. Language .....	6
8. Documents Comprising the Bid.....	6
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 .....	7
14. Joint Venture, Consortium or Association .....	8
15. Only One Bid .....	8
16. Bid Validity Period.....	9
17. Extension of Bid Validity Period .....	9
18. Clarification of Bid (from the Bidders) .....	9
19. Amendment of Bids.....	9
20. Alternative Bids .....	9
21. Pre-Bid Conference .....	10
<b>C. SUBMISSION AND OPENING OF BIDS .....</b>	<b>10</b>
22. Submission .....	10
Hard copy (manual) submission .....	10
Email and eTendering submissions .....	10
23. Deadline for Submission of Bids and Late Bids .....	11
24. Withdrawal, Substitution, and Modification of Bids.....	11
25. Bid Opening.....	11
<b>D. EVALUATION OF BIDS .....</b>	<b>11</b>
26. Confidentiality.....	11

27. Evaluation of Bids.....	11
28. Preliminary Examination .....	12
29. Evaluation of Eligibility and Qualification.....	12
30. Evaluation of Technical Bid and prices.....	12
31. Due diligence.....	12
32. Clarification of Bids .....	13
33. Responsiveness of Bid .....	13
34. Nonconformities, Reparable Errors and Omissions .....	13
<b>E. AWARD OF CONTRACT.....</b>	<b>13</b>
35. Right to Accept, Reject, Any or All Bids .....	13
36. Award Criteria .....	14
37. Debriefing.....	14
38. Right to Vary Requirements at the Time of Award .....	14
39. Contract Signature .....	14
40. Contract Type and General Terms and Conditions .....	14
41. Performance Security.....	14
42. Bank Guarantee for Advanced Payment.....	14
43. Liquidated Damages.....	14
44. Payment Provisions.....	14
45. Vendor Protest .....	14
46. Other Provisions.....	15
<b>Section 3. Bid Data Sheet .....</b>	<b>16</b>
<b>Section 4. Evaluation Criteria.....</b>	<b>20</b>
<b>Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities/ SOW.....</b>	<b>22</b>
<b>Section 6: Returnable Bidding Forms / Checklist.....</b>	<b>24</b>
Form A: Bid Submission Form .....	25
Form B: Bidder Information Form .....	26
Form C: Joint Venture/Consortium/Association Information Form .....	28
Form D: Eligibility and Qualification Form .....	29
Form E: Format of Technical Bid .....	31
FORM F: Price Schedule Form .....	33

## Section 1. Letter of Invitation

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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:

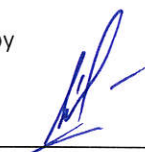
- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Returnable Bidding Forms
  - Form A: Bid Submission Form
  - Form B: Bidder Information Form
  - Form C: Joint Venture/Consortium/Association Information Form
  - Form D: Qualification Form
  - 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](mailto: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.

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

Issued by



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Name: **Shohrukh Abdulloev**  
Title: **Procurement Specialist**  
Date: **October 10, 2018**

Approved by:



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Name: **Ermira Basha**  
Title: **Operations Manager**  
Date: **October 10, 2018**



## Section 2. Instruction to Bidders

### GENERAL PROVISIONS

- 1. Introduction**
  - 1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-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 any liability of any kind for UNDP, upon notice to the bidders or publication of 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 ([www.ungm.org](http://www.ungm.org)). 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.
- 2. Fraud & Corruption, 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 [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)
  - 2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
  - 2.3 In pursuance of this policy, UNDP:
    - (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;
    - (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.
  - 2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)
- 3. Eligibility**
  - 3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international 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, and act without consideration for future work. Bidders found to have a conflict of interest

shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

- 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;
  - 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
  - c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
- 4.2 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.
- 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:
- 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
  - b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.
- Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.
- 4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.

## B. PREPARATION OF BIDS

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| <b>5. General Considerations</b>       | <p>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.</p> <p>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.</p> |
| <b>6. Cost of Preparation of Bid</b>   | <p>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.</p>  |
| <b>7. Language</b>                     | <p>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.</p>   |
| <b>8. Documents Comprising the Bid</b> | <p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> </ul>   |

		d) Bid Security, if required by BDS;
		e) Any attachments and/or appendices to the Bid.
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	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.
<b>10. Technical Bid Format and Content</b>	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.
<b>11. Price Schedule</b>	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 Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
<b>12. Bid Security</b>	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.
	12.3	If the Bid Security amount or its validity period is found to be less than what is 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 style="list-style-type: none"> <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 style="list-style-type: none"> <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>
<b>13. Currencies</b>	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:

- a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and
- b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

**14. Joint Venture, Consortium or 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 individual entities of the JV, Consortium or Association.
- 14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
- 14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

**15. Only One Bid**

- 15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
- 15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
  - a) they have at least one controlling partner, director or shareholder in common; or
  - b) any one of them receive or have received any direct or indirect subsidy from the other/s; or

	<ul style="list-style-type: none"> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;</li> <li>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li> </ul>
<b>16. Bid Validity Period</b>	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<b>17. Extension of Bid Validity Period</b>	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
<b>18. Clarification of Bid (from the Bidders)</b>	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>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.</p>
<b>19. Amendment of Bids</b>	<p>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.</p> <p>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.</p>
<b>20. Alternative Bids</b>	<p>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.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>

<b>21. Pre-Bid Conference</b>	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.
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### C. SUBMISSION AND OPENING OF BIDS

<b>22. Submission</b>	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.
<b>Hard copy (manual) submission</b>	22.4	<p>Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>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.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> <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> <p>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.</p>
<b>Email and eTendering submissions</b>	22.5	<p>Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</p> <p>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.</p>
	22.6	<p>Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link:</p> <p><a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</a></p>



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| <b>23. Deadline for Submission of Bids and Late Bids</b>      | <p>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</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>   |
| <b>24. Withdrawal, Substitution, and Modification of Bids</b> | <p>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.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a 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.</p> <p>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.</p> |
| <b>25. Bid Opening</b>  | <p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 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.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>  |

#### D. EVALUATION OF BIDS

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| <b>26. Confidentiality</b>    | <p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>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.</p> |
| <b>27. Evaluation of Bids</b> | <p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> <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> </ol>   |

	<p>b) Evaluation of prices</p> <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
<b>28. Preliminary Examination</b>	<p>28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
<b>29. Evaluation of Eligibility and Qualification</b>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list 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>
<b>30. Evaluation of Technical Bid and prices</b>	<p>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.</p>
<b>31. Due diligence</b>	<p>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:</p> <ul style="list-style-type: none"> <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>

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| <b>32. Clarification of Bids</b>                            | <p>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.</p> <p>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.</p> <p>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.</p>   |
| <b>33. Responsiveness of Bid</b>                            | <p>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.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>   |
| <b>34. Nonconformities , Reparable Errors and Omissions</b> | <p>34.1 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.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> <li>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</li> </ul> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p> |

## E. AWARD OF CONTRACT

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| <b>35. Right to Accept, Reject, Any or All Bids</b> | <p>35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p> |
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<b>36. Award Criteria</b>	36.1	Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification and has offered the lowest price.
<b>37. Debriefing</b>	37.1	In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
<b>38. Right to Vary Requirements at the Time of Award</b>	38.1	At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
<b>39. Contract Signature</b>	39.1	Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to 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 Second highest rated or call for new Bids.
<b>40. Contract Type and General Terms and Conditions</b>	40.1	The types of Contract to be signed and the applicable UNDP Contract General 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-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
<b>41. Performance Security</b>	41.1	A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> 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.
<b>42. Bank Guarantee for Advanced Payment</b>	42.1	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 <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a>
<b>43. Liquidated Damages</b>	43.1	If 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.
<b>44. Payment Provisions</b>	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.
<b>45. Vendor Protest</b>	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>

- 46. Other Provisions**
- 46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.
  - 46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.
  - 46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 [http://www.un.org/en/ga/search/view\\_doc.asp?symbol=ST/SGB/2006/15&referer](http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer)
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### 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 No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid Site Visit	<p><b>Will be Conducted</b></p> <p>The bidders are encouraged to conduct the physical site visit for complete understanding of the Scope of Works.</p> <p><b>An organized site visit is arranged on 17<sup>th</sup> October 2018 at 11:00 hrs (Libya Time).</b></p> <p>Focal Person: Moualy Bukayrat, Civil Engineer  <a href="mailto:bekerat.mawlay@yahoo.com">bekerat.mawlay@yahoo.com</a>            Phone number: (+218) 0924432210</p>
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	<p>Will be imposed as follows:</p> <p>Percentage of contract price per day of delay: 0.5%            Max. number of days of delay 30, after which UNDP may terminate the contract.</p>



9	40	Performance Security	<p>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.</p> <p>This amount will be kept as Retention to cover the Defect Liability period* of 6 months after Contract completion date. Retention amount could be replaced with the Bank Guarantee issued by reputable International Bank.</p> <p>a. Upon successful completion of Defect Liability Period of 6 months and upon issuance of completion certificate, UNDP will release retention money to the Bidder.</p> <p>* Retention Defect Liability is instrument to cover any defects that are discovered or raised in the normal course of usage within 6 months after the works/goods have been put into the service</p>
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	<p>Focal Person in UNDP: Procurement Unit</p> <p>Address: UNDP Libya Office, Immeuble Le Prestige Business Center (Second Floor), Tour E et D, 2ème étage, Rue du Lac Windermere, Les Berges du Lac, 1053, Tunis, Tunisia</p> <p>E-mail address: <a href="mailto:procurement.ly@undp.org">procurement.ly@undp.org</a></p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<p>Direct communication to prospective Proposers by email and Posting on the websites:</p> <p>1. <a href="http://www.ly.undp.org">www.ly.undp.org</a></p> <p>2. <a href="http://procurement-notice.undp.org/">http://procurement-notice.undp.org/</a></p> <p>3. <a href="https://www.ungm.org/Public/Notice">https://www.ungm.org/Public/Notice</a></p> <p>4. <a href="https://www.libyaninvestment.com/libya-tenders/">https://www.libyaninvestment.com/libya-tenders/</a></p>
14	23	<b>Deadline for Submission</b>	<p><b>Date and Time:</b></p> <p><b>30<sup>th</sup> October 2018 at 14:00 hrs. (Tripoli, Libya time)</b></p>
14	22	Allowable Manner of Submitting Bids	<p><input checked="" type="checkbox"/> Courier/Hand Delivery</p> <p><input checked="" type="checkbox"/> Submission by email</p> <p><input type="checkbox"/> e-Tendering</p>
15	22	Bid Submission Address	<p>UNDP Libya Office, Immeuble Le Prestige Business Center (Second Floor), Tour E et D, 2ème étage, Rue du Lac Windermere, Les Berges du Lac, 1053 Tunis, Tunisia</p> <p>Attention: Procurement Unit</p> <p>Tender Reference: <a href="#">ITB/LBY/RLC/2018/102</a></p> <p>or via electronic submission as per BDS No 16</p>

16	22	Electronic submission (email or eTendering) requirements	<p>Official Address for e-submission: <a href="mailto:tenders.ly@undp.org">tenders.ly@undp.org</a></p> <p>Format: PDF files only  Max. File Size per transmission: [5 MB]  Max. No. of transmission: [No Limit]  No. of copies to be transmitted: [Only 1 copy]  Mandatory subject of email: ITB reference Number <b><u>(ITB/LBY/RLC /2018/102) + Company Name</u></b></p> <p>Time Zone to be Recognized: (UTC/GMT+1)</p> <p><u>Other conditions:</u></p> <ul style="list-style-type: none"> <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	<p>Bids will be opened in the presence of bidders' representatives who choose to attend:</p> <p>30<sup>th</sup> October 2018 at 14:30 hrs. (Tripoli, Libya time)</p> <p>Venue: UNDP Libya Office, Immeuble Le Prestige Business Center (Second Floor), Tour E et D, 2<sup>ème</sup> étage, Rue du Lac Windermere, Les Berges du Lac, 1053 Tunis, Tunisia.</p> <p>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 29<sup>th</sup> October 2018:</p> <p>Participant's Name, Company Name.</p> <p>Please note:</p> <p>Only 01 (one) person from each company will be allowed to participate.</p> <p>Bidders submitting emails indicating their interest after the deadline will not be allowed to attend the bid opening.</p>
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.

19		Expected date for commencement of Contract	<i>November 20, 2018</i>
20		Maximum expected duration of contract	<b>The successful bidder (s) will be expected to complete the works within 6 (six) months from the award of contract/site handover.</b>
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Civil Works <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
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 general 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 Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
<b>Bankruptcy</b>	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
<b>Certificates and Licenses</b>	Valid business license In General Construction. Interested bidders must have appropriate permission/registration from relevant Government body to operate in Libya (copy must be provided with the bid).	Form B: Bidder Information Form
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form

<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.



Previous Experience	Minimum of 05 years of experience in general construction.	Form D: Qualification Form
	<p>Minimum 02 contracts of similar value, nature and complexity implemented over the last 10 years, with the value not less than USD 200,000.00.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
Financial Standing	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
Technical Evaluation	<p>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:</p> <ol style="list-style-type: none"> <li>1. Minimum of <b>05 years</b> of experience in general construction.</li> <li>2. Implementation Timeline (to match the period stated in the ITB - <b>180 days</b>).</li> <li>3. Capacity to undertake civil works including previous experience with similar type of works: <ol style="list-style-type: none"> <li>a) A minimum number of <b>2 contracts</b> with the value not less than USD <b>200,000.00</b>.</li> <li>b) Qualifications and suitability of the key personnel proposed for the contract including their previous experience with same type of assignment: <p><b>Civil Engineer/Project Manager</b> - shall have a University Degree in Civil engineering and minimum of <b>5 years</b> of experience of work of an equivalent nature.</p> <p><b>Electrician</b> – Shall have a Diploma in Electrical engineering and minimum of <b>3 years</b> of relevant work experience.</p> <p><b>(CVs to be provided for the personnel proposed for the contract).</b></p> </li> </ol> </li> <li>4. Key assets/equipment that the bidder shall demonstrate adequate ownership of, or access to: <ol style="list-style-type: none"> <li>a). Welding tools, b). One (01) set of Scaffolding and c). One (1) Crane (5 Tons)</li> </ol> </li> <li>5. Acceptance to the General Terms and Conditions of UNDP's Standard Contract for Works</li> </ol>	Form E: Technical Bid Form
Financial Evaluation	<p>Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.</p> <p>Financial Evaluation shall be based on following factor:</p> <p>Lowest priced technically responsive, eligible and qualified bid.</p>	Form F: Price Schedule Form

### Scope of Work

**Construction of Single Unit of Five Prefab Classrooms in Auqba Ben Nafaa School in Obari Municipality, Libya.**

#### Site Works:

Clear the construction site, fix a temporary pole at 3-meter interval around the construction area and cover by warning tape in two layers throughout the construction period.

#### Earthworks:

**Unless otherwise stated, Rate shall include for:**

- a) Back filling with selected excavated material & consolidating. Surface treatment; compaction before filling / foundation.
- b) Disposal of surplus soil as directed & keeping all excavations free from water unless otherwise measured separately.
- c) Any additional excavation for working space.
- d) Excavation & Earthwork Supports.

#### Concrete Works

**Rate shall include for:**

- a) form work depositing, handling, hoisting into position, vibrating, curing etc. and making good after removal of formwork etc.
- b) supplying and laying of gauge 1000 polythene on ground, where concrete is in direct contact with ground, before pouring concrete unless otherwise measured separately.

#### Finishing Works

Installation of Containers Works

Roof: Steel Sheet + Sandwich Panel

Door: Sandwich Panel Door

Ceiling: False Ceiling

Sealing: Silicon Sealant

Body Structure: Prefabricated Light Steel Structure

Wall: Sandwich Panel

Window: PVC Sliding Window/ Shutter Window

Flooring: Porcelain tile embedded in cement mortar

Supply and install 20 feet container with two short side panel walls and two number 1000x1000mm windows including porcelain tile floor on top of the timber floor with appropriate adhesive, 15 mm rich cement mortar (1:2) emended with 1" chicken mesh;

Supply and install 20 feet container with two short side one long side panel wall and two number 1000x1000mm windows including porcelain tile floor on top of the timber floor with appropriate adhesive, 15 mm rich cement mortar (1:2) embedded with 1" chicken mesh;

Supply and install 20 feet container with two short side one long side panel wall, one 1000x1000mm window and one 1500x2000 door, including porcelain tile floor on top of the timber floor with appropriate adhesive, 15 mm rich cement mortar (1:2) embedded with 1" chicken mesh.



## **Roof Works**

"Welding" is deemed to be in accordance with the specification and for the material to which it is to be used. Gusset plates, shoe plates, ends, caps, cleats, brackets, stiffeners, bolts, etc., have been included to the rate of the associated steel work.

For the description of materials and workmanship refer "Specification of works", "Preambles" and "Drawings".  
Rate shall include for:

All shop fabrication work, marking, delivery, unloading, hoisting, erecting and fixing as per detail drawings.  
All welds are 6mm thick fillet weld & allowance for rolling margin.

The weight of weld metal in welded constructions.  
Members of any length.  
Cutting to size and shape and joints in the running length.  
Grinding to a smooth finish, unless otherwise required.

Machine drilled bolt, holes, bolts, nuts and washers, cleats, shoe and gusset plates and all other connections.  
After fabrication wire brushed to clean the all steel surfaces and spray painted with two coats of quick drying metal primer zinc phosphate & two coats of matt anti corrosive with necessary accessories. Truss spacing's should be as shown on drawings-Drive way roof.

## **Electrical and Air Conditioning Works:**

Unless otherwise stated, Rates in Bill of Quantities shall include all necessary materials Cables, conduits, PVC sunk box, bulbs, switches etc.) and labor required to complete the electrical installation to good working order.

Except where specifically stated, all costs associated with provision of all holes, openings, chases, ducts and other builders' work required for installation and make them good, shall be included in the rates.

Testing and commissioning of the electrical installation is to be carried out by the contractor and Cost of such testing and reports to be included in the rates unless otherwise mention separately.

All types of fittings, materials, painting and finishes shall be approved by the Engineer prior to installation. Rates for final circuit wiring shall include all necessary switches, sockets, materials Cables, conduits, PVC sunk box, & junction boxes, draw wires, etc. and labor required to complete the electrical installation to good working order.

- Technical Specification (attached as 5.a)
- Drawing (attached as 5.b)

## Section 6: Returnable Bidding Forms / Checklist

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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?

- Form A: Bid Submission Form ☐
- Form B: Bidder Information Form ☐
- Form C: Joint Venture/Consortium/ Association Information Form ☐
- Form D: Qualification Form ☐
- Form E: Format of Technical Bid/Bill of Quantities ☐
- Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value (work handover certificate/substantial completion certificate and etc.). ☐
- Company's proposed team details (CVs). ☐
- Implementation Timeline. ☐

#### 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:

ITB reference: ITB/LBY/RLC/2018/102

We, the undersigned, offer to supply the goods and related services required for **Construction of Single Unit of Five Prefab Classrooms in Auqba Ben Nafaa School in Obari Municipality, Libya** in accordance with your Invitation to Bid No. **ITB/LBY/RLC/2018/102** 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.

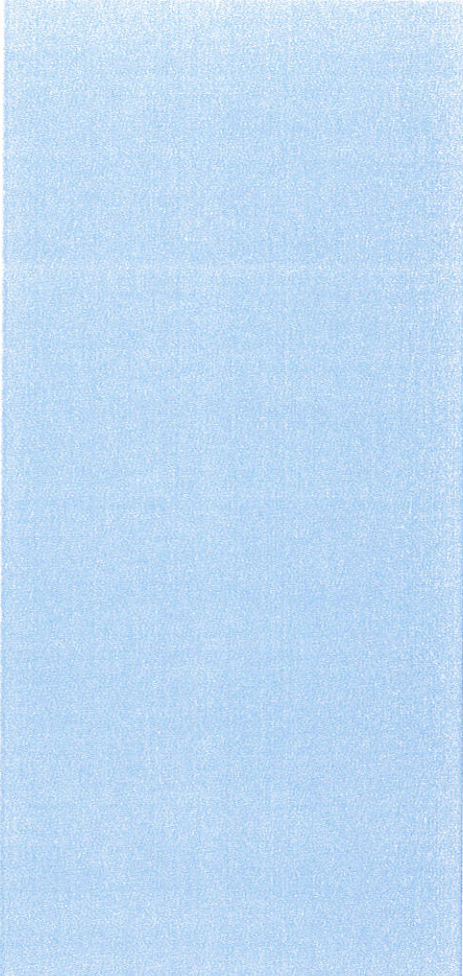
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

*[Stamp with official stamp of the Bidder]*

**Form B: Bidder Information Form**

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





2. Valid business license in general 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 with the contract value not less than USD \$ 200,000.00. (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:

ITB reference: ITB/LBY/RLC/2018/102

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

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be 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 the event a Contract is awarded, during contract execution)

[Complete]

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:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



#### Form D: Eligibility and Qualification Form

Name of Bidder: [Insert Name of Bidder]

Date:

ITB reference: ITB/LBY/RLC/2018/102

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 portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

#### Litigation History (including pending litigation)

☐ No litigation history for the last 3 years

☐ Litigation History as indicated below

Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (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 & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken
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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	USD
Year	USD
Year	USD

### Latest Credit Rating (if any), indicate the source

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

☐ 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:

- Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;
- 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/RLC/2018/102		

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]



<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/ Qualifications</b>	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
<b>Professional certifications</b>	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> <li>▪ Name of institution: [Insert]</li> <li>▪ Date of certification: [Insert]</li> </ul>
<b>Employment Record/ Experience</b>	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i></p> <p>[Insert]</p>
<b>References</b>	<p><i>[Provide names, addresses, phone and email contact information for two (2) references]</i></p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

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:

ITB reference: ITB/LBY/RLC/2018/102

**Construction of Single Unit of Five Prefab Classrooms in Auqba Ben Nafaa School in Obari Municipality, Libya.**

#	Description	Unit	Qty	Unit Rate	Amount
<b>A</b>	<b>Site Works</b>				
<b>A1</b>	Clear the construction site, fix a temporary pole at 3-meter interval around the construction area and cover by warning tape in two layers throughout the construction period	Lum Sum	1		
<b>B</b>	<b>Earthworks</b>				
	<b>Unless otherwise stated, Rate shall include for:</b> a) back filling with selected excavated material & consolidating. Surface treatment; compaction before filling / foundation. b) disposal of surplus soil as directed & keeping all excavations free from water unless other wise measured separately. c) any additional excavation for working space. d) excavation & Earthwork Supports.				
<b>B1</b>	Excavation of foundation of 600mm x 600mm x 300mm as shown on drawings for foundation walls and columns in any material except rock requiring blasting and removal of surplus as directed. Rate is included for back filling, levelling and dispose of surplus material as directed by Engineer.	CU.M	4		
<b>C</b>	<b>Concrete Works</b>				
	<b>Rate shall include for:</b> a) form work depositing, handling, hoisting into position, vibrating, curing etc. and making good after removal of formwork etc. b) supplying and laying of gauge 1000 polythene on ground, where concrete is in direct contact with ground, before pouring concrete unless other wise measured separately.				
<b>C1</b>	Provide 600x600x300 mm thick, 1:2:4 design mix concrete, plain concrete for container footing	CU.M	4		
<b>C2</b>	Provide 400x400x300 mm thick, 1:2:4 design mix concrete, plain concrete for container footing	CU.M	2		
<b>C3</b>	provide 1200x100 concrete foot path with 1:2:4 design mix concrete and finish the exposed surface smoothly	CU.M	7		
<b>C4</b>	Provide 1:2:4 concrete for the steps of the doors	CU.M	1.50		
<b>D</b>	<b>Finishing Works</b>				
<b>D1</b>	20mm thick cement & sand (1:5) plaster smooth finished with wood float on external faces of the steps	SQ.M	16		
<b>D2</b>	Supply and fix 20cm x 2 cm timber valance board with one coat of primer and two coat of emulsion pain accepted by the engineer	Lin.M	75		

D3	Supply and fix square model PVC gutter. Rate is including all necessary fitting and workmanship	Lin.M	75		
D4	Supply and fix Cutter and down pipe connector. Rate is including all necessary fitting and workmanship	Lin.M	20		
D5	Supply and fix L type bent. Rate is including all necessary fitting and workmanship	Lin.M	60		
D6	Supply and fix 4" down pipe. Rate is including all necessary fitting and workmanship	Lin.M	60		
D7	Fabrication, Supply and installation of Steel cage for AC Outdoor Units Protection Cage, including supplying, fabricating, placing and the provision of all necessary temporary fixings and supports including binding wires, bends, hooks, Welding frame, and opening for future maintenance, hinges lock, Lock Pads and all other related required material and task to complete the job as per attached sketch, specification and the engineer's instructions.	No	10		
1	<b>Total for Civil works carried to summary</b>				
E	<b>Installation of Containers Works</b> <b>Roof: Steel Sheet + Sandwich Panel</b> <b>Door: Sandwich Panel Door</b> <b>Ceiling: False Ceiling</b> <b>Sealing: Silicon Sealant</b> <b>Body Structure: Prefabricated Light Steel Structure</b> <b>Wall: Sandwich Panel</b> <b>Window: PVC Sliding Window/ Shutter Window</b> <b>Flooring: Porcelain tile embedded in cement mortar</b>				
E1	Supply and install 20 feet container with two short side panel walls and two number1000x1000mm windows including porcelain tile floor on top of the timber floor with appropriate adhesive, 15 mm rich cement mortar (1:2) emended with 1" chicken mesh	No	5		
E2	Supply and install 20 feet container with two short side one long side panel wall and two number1000 x1000 mm windows including porcelain tile floor on top of the timber floor with appropriate adhesive, 15 mm rich cement mortar (1:2) embedded with 1" chicken mesh	No	5		
E3	Supply and install 20 feet container with two short side one long side panel wall, one 1000x1000mm window and one 1500x2000 door, including porcelain tile floor on top of the timber floor with appropriate adhesive, 15 mm rich cement mortar (1:2) embedded with 1" chicken mesh	No	5		
F	<b>Roof Works</b>				



	<p>"Welding" is deemed to be in accordance with the specification and for the material to which it is to be used. Gusset plates, shoe plates, ends, caps, cleats, brackets, stiffeners, bolts, etc., have been included to the rate of the associated steel work i</p> <p>For the description of materials and workmanship refer "Specification of works", "Preambles" and "Drawings".</p> <p>Rate shall include for:</p> <p>All shop fabrication work, marking, delivery, unloading, hoisting, erecting and fixing as per detail drawings.</p> <p>All welds are 6mm thick fillet weld &amp; allowance for rolling margin.</p> <p>The weight of weld metal in welded constructions. Members of any length.</p> <p>Cutting to size and shape and joints in the running length. Grinding to a smooth finish, unless otherwise required.</p> <p>Machine drilled bolt, holes, bolts, nuts and washers, cleats, shoe and gusset plates and all other connections.</p> <p>After fabrication wire brushed to clean the all steel surfaces and spray painted with two coats of quick drying metal primer zinc phosphate &amp; two coats of matt anti corrosive with necessary accessories. Truss spacing's should be as shown on drawings-Drive way roof</p>				
F1	Supply and fix roof truss which is made of 25mmx25mmx2mm box iron king post as shown in detail drawing	No	16		
F2	Supply and fix roof rafter/reaper with 25mmx25mmx 2mm box iron king	Lin.M	240		
F3	Supplying & fixing of gauge 26 pre-painted IT4 profiled roofing sheets of approved color: fixed with J-bolts to 100 x 50 x 2mm zed purlins and rubber capping to tops of bolts for both driveway and guard house roofs.	SQ.M	320		
F4	Supplying & fixing Gauge 26 pre-painted ridge cap; 650mm girth ( <i>average</i> ) in position complete with all necessary roofing screws or hooks as required for driveway, corridor and guard house.	Lin.M	40		
2	<b>Total for Steel Structure works carried to summary</b>				
G	<b>Electrical and Air Conditioning Works</b>				

	<p>Unless otherwise stated, Rates in Bill of Quantities shall include all necessary materials Cables, conduits, PVC sunk box, bulbs, switches etc.) and labor required to complete the electrical installation to good working order. Except where specifically stated, all costs associated with provision of all holes, openings, chases, ducts and other builders' work required for installation and make them good, shall be included in the rates.</p> <p>Testing and commissioning of the electrical installation is to be carried out by the contractor and Cost of such testing and reports to be included in the rates unless otherwise mention separately.</p> <p>All types of fittings, materials, painting and finishes shall be approved by the Engineer prior to installation.</p> <p>Rates for final circuit wiring shall include all necessary switches, sockets, materials Cables, conduits, PVC sunk box, &amp; junction boxes, draw wires, etc. and labor required to complete the electrical installation to good working order.</p>				
<b>G1</b>	Supply and installation of switch gear cubicle made from (2mm thickness) sheet steel enclosure (IP54) powder coated to the approval of the engineer.	No	1		
<b>G2</b>	Supply and installation of control panel for 63A, 3 Phase Main Breaker.	No	1		
<b>G3</b>	Supply and installation of 100A TPN Distribution board from approved manufacturer.	No	1		
<b>G4</b>	Supply and fix 12000 BTU split type air-conditioner. Contractor must get prior approval for the brand and model. The Air Conditioner must have minimum one-year guaranty	No	10		
<b>G5</b>	Supply and installation of sub Circuit in 10mm <sup>2</sup> 2/C PVC/SWA/PVC copper armored cables in 50mm diameter HG PVC conduit from nearest Feeder Pillar to Consumer Unit (contractor must measure the actual distance from constrainers and feeder pillar). The payment will be for the actual length of cable.	Lin.M	70		
<b>G6</b>	Supply and fix 4 feet florescent light set with casing. The rate is including the wiring switches, conduits and all necessary accessories	No	30		
<b>G7</b>	Supply and install external security light with casing. The rate is including the wiring switches, conduits and all necessary accessories	No	10		
<b>G8</b>	Supply and install 5-amp socket. The rate is including the wiring switches, conduits and all necessary accessories	No	30		
<b>G9</b>	Supply and install 15-amp socket. The rate is including the wiring switches, conduits and all necessary accessories	No	10		
<b>G10</b>	Supply and installation of approved type earthing system as approved by the engineer to keep the earth resistance below 10 ohms. The earth bar at the main distribution board should connect to the earth electrode with a 16mm <sup>2</sup> PVC/CU cables	Lum. Sum	1		
<b>G11</b>	Testing & commissioning the entire installation	Lum. Sum	1		
<b>3</b>	<b>Total for Electrical and Air Conditioning works carried to summary</b>				

Summary	
Description	Amount in USD
<i>Total Civil works</i>	
<i>Total Steel Structure works</i>	
<i>Total Electrical and Air Conditioning works</i>	
Grand total in words USD	
Company Name	
Authorized Person	
Position	
Email	
Mobile Number	
Address	