

# **INVITATION TO BID**

# Rehabilitation of Al Markazyia school, SIRTE

ITB No.:

ITB/LBY/SFL/2019/016

Project:

Stronger For Libya

Country:

Libya

Issued on:

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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 FormForm B: Bidder Information Form

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

Form D: Qualification FormForm E: Format of Technical Bid

o Form F: Price Schedule

o 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.

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

Name: Predrag Perunovid

Title: Procurement Specialist

Date: February 20, 2019

Approved by:

Name: Ermira Basha

Title: Operations Manager

Date: February 20, 2019

GEN	NERAL 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 <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a>
		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 ( <a href="www.ungm.org">www.ungm.org</a> ). 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 <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	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 <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 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

# 5. General 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 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 Comprising the Bid

- 8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:
  - a) Documents Establishing the Eligibility and Qualifications of the Bidder;
  - b) Technical Bid;
  - c) Price Schedule:
  - d) Bid Security, if required by BDS;
  - e) Any attachments and/or appendices to the Bid.

# 9. Documents Establishing the Eligibility and

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.

	alifications of Bidder		
For	hnical Bid mat and	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
Con	ntent	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. Pric	ce 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 Schedule, shall be assumed to be included in the prices of other activities or items, 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.
		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:
			a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;
			<ul> <li>b) In the event the successful Bidder fails: <ol> <li>to sign the Contract after UNDP has issued an award; or</li> <li>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> </ol> </li> </ul>
13. Cur	rencies	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>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</li> </ul>
			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
  - c) they have the same legal representative for purposes of this ITB; or
  - they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;
  - e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or 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.

# 16. Bid Validity Period

- 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.
- 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.
	tension of Bid lidity Period	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.
		17.2	If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
		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.
Bid	arification of d (from the dders)	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.
		18.2	UNDP will provide the responses to clarifications through the method specified in the BDS. $ \label{eq:bds} % \begin{center} $
		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. Am Bid	nendment of ds	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. Alt	ernative 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	e-Bid nference	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 22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the (manual) BDS shall be governed as follows: submission 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. (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall: i. Bear the name of the Bidder; ii. Be addressed to UNDP as specified in the BDS; and iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. 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 Electronic submission through email or eTendering, if allowed as specified in the BDS, 22.5 eTendering shall be governed as follows: submissions 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. 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: http://www.undp.org/content/undp/en/home/operations/procurement/business/pro curement-notices/resources/ 23. Deadline for Complete Bids must be received by UNDP in the manner, and no later than the date and Submission of time, specified in the BDS. UNDP shall only recognise the actual date and time that the **Bids and Late** bid was received by UNDP **Bids** UNDP shall not consider any Bid that is received after the deadline for the submission of Bids. 24. Withdrawal, 24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any Substitution, time prior to the deadline for submission. and Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by Modification of sending a written notice to UNDP, duly signed by an authorized representative, and shall Bids 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" 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. 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. UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at 25.1 25. Bid Opening least two (2) members. 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. 25.3 In the case of e-Tendering submission, bidders will receive an automatic notification

once the Bid is opened.

#### **D.** EVALUATION OF BIDS

# 26. Confidentiality 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 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the 26.2 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 27.1 UNDP will conduct the evaluation solely on the basis of the Bids received. Bids 27.2 Evaluation of Bids shall be undertaken in the following steps: a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by c) Qualification assessment (if pre-qualification was not done) a) Evaluation of Technical Bids b) Evaluation of prices Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary 28. Preliminary 28.1 UNDP shall examine the Bids to determine whether they are complete with respect to **Examination** 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. 29. Evaluation of Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility and Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria). Qualification 29.2 In general terms, vendors that meet the following criteria may be considered qualified: 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; b) They have a good financial standing and have access to adequate financial resources

c) They have the necessary similar experience, technical expertise, production

to perform the contract and all existing commercial commitments,

capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of They do not have a consistent history of court/arbitral award decisions against the Bidder; and They have a record of timely and satisfactory performance with their clients. 30. Evaluation of 30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their **Technical Bid** responsiveness to the Schedule of Requirements and Technical Specifications and other and prices 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 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: a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on ongoing or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract. 32. Clarification of 32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its Bids discretion, request any Bidder for a clarification of its Bid. 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. 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. 33. Responsiveness UNDP's determination of a Bid's responsiveness will be based on the contents of the bid 33.1 of 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 not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. 34. Nonconformities 34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities , Reparable or omissions in the Bid that, in the opinion of UNDP, do not constitute a material **Errors and** deviation. Omissions 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.

- 34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:
  - a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of 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;
  - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

## **E.** AWARD OF CONTRACT

35. Right to Accept, Reject, Any or All Bids	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.
36. Award Criteria	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.
37. Debriefing	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.
38. Right to Vary Requirements at the Time of Award	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.
39. Contract Signature	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.
40. Contract Type and General Terms and Conditions	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>
41. Performance Security	41.1	A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at

		https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCU MENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20Form.docx&a ction=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.
42. Bank Guaranted for Advanced Payment	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 business="" content="" en="" home="" 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&lt;/a&gt;&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;43. Liquidated Damages&lt;/th&gt;&lt;th&gt;43.1&lt;/th&gt;&lt;th&gt;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.&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;44. Payment Provisions&lt;/th&gt;&lt;th&gt;44.1&lt;/th&gt;&lt;th&gt;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.&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;45. Vendor Protest&lt;/th&gt;&lt;th&gt;45.1&lt;/th&gt;&lt;th&gt;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: &lt;a href=" http:="" procurement="" protest-and-sanctions.html"="" undp="" www.undp.org="">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a>
46. Other Provision		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. 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.  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 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a>

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	Will be Conducted  The bidders are encouraged to conduct the physical site visit for complete understanding of the Scope of Works prior sending the formal bid to UNDP, for better understanding of the required work and to raise the queries for consideration/clarification during the site visit, and/or pre-bid meeting.  An organized site visit is arranged for 27 <sup>th</sup> February 2019 at the below timings:  Al Markazyia school, SIRTE - 10:00 hrs (Libya Time).  Focal Person(s): Algaddafi Saleh Khalifa, Coordinator, phone: + 218 91 378 8452 Engineer Abdulsalam Musa Marhe, phone: + 218 91 103 3552
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%  Max. number of days of delay 30, after which UNDP may 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.  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.  * Retention Defect Liability is instrument to cover any defects that are discovered or raised in the normal course of usage within 12 months after the works/goods have been put into the service
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 Address: UNDP Libya, Palm City Residences, Unit 228, Janzour Area, Tripoli, Libya E-mail address: procurement.ly@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email and Posting on the websites:  1. www.ly.undp.org 2. http://procurement-notices.undp.org/ 3. https://www.ungm.org/Public/Notice 4. https://www.libyaninvestment.com/libya-tenders/
14	23	Deadline for Submission	Date and Time:  13 <sup>th</sup> March 2019, 14:00 hrs. (Tripoli, Libya time)
14	22	Allowable Manner of Submitting 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, Libya Attention: Procurement Unit Tender Reference: ITB/LBY/SFL/2019/016 or via electronic submission as per BDS No 16

16	22	Electronic submission (email or eTendering) requirements	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 (ITB/LBY/SFL/2019/016) + Company Name  Time Zone to be Recognized: (UTC/GMT+2)  Other conditions:  Scanned and signed technical and financial bids should be sent in two different files.  Bidders may send as many e-mails as needed, considering that every file must not exceed 5MB  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.  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.  Bids sent to the private or individual office email addresses of any procurement staff, will not be considered
17	25	Date, time and venue for the opening of bid	Bids will be opened in the presence of bidders' representatives who choose to attend:  13 <sup>th</sup> March 2019, 16:00 hrs. (Tripoli, Libya time)  Venue: United Nations Development Programme, Libya Country Office, Unit 228, Palm City Residence, Sidi Abduljaleel, Janzour Area, Tripoli, Libya  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 12 <sup>th</sup> March 2019:  Participant's Name, Company Name.  Please note:  Only 01 (one) person from each company will be allowed to participate.  Bidders submitting emails indicating their interest after the deadline will not be allowed to attend the bid opening.
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	May 15, 2019

20		Maximum expected duration of contract	The successful bidder (s) will be expected to complete the works within 120 days 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 <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 http://www.undp.org/content/undp/en/home/procurement/busi ness/how-we-buy.html
24		Other Information Related to the ITB	N/A

# **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,
   Technical Bid Form, 3. Priced BOQ. 4. Statement of Satisfactory Performance from the Top 3 Clients,
   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
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	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
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	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
Certificates and Licenses	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
QUALIFICATION		
History of Non- 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 Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 05 years of relevant experience.	Form D: Qualification Form
	Experience as prime contractor with minimum 02 contracts of similar	Form D: Qualification

<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.

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	value, nature and complexity that were successfully completed/ implemented over the last 10 years, with the value not less than USD 350,000.00 per each contract.  (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	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 Form
Technical Evaluation	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:  1. Minimum of 5 years of experience in construction (civil works).  2. Capacity to undertake civil works including previous experience with similar type of works: Experience as prime contractor in at least 2 contracts with the value not less than USD 350,000.00 per each contract.  3. Qualifications and suitability of the key personnel proposed for the contract including their previous experience with same type of assignment:  Civil Engineer/Project Manager - shall have a University Degree in Civil engineering and minimum of 5 years of experience of work of an equivalent nature.  Electrician - certified and minimum of 3 years of experience of work of an equivalent nature.  Plumber - with a minimum of 3 years of experience of work of an equivalent nature  (CVs to be provided for the personnel proposed for the contract).  4. Implementation Timeline (to match the period stated in the ITB - 120 days).	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.  Financial Evaluation shall be based on following factor:	Form F: Price Schedule Form
	Lowest priced technically responsive, eligible and qualified bid.	

#### Scope of work

#### Rehabilitation of Al Markazyia school, SIRTE

#### Background

The Stronger for Libya aims to bridge the critical period of transition from initial period of humanitarian relief towards mid- and long-term structural and sector-specific support. It includes time bound quick interventions at the municipality level providing concrete improvements and peace dividends at the community level through rehabilitation of critical infrastructure, building the capacity of local authorities and enhancing local mediation and conflict resolution capacities and processes.

Under this project, UNDP will repair light infrastructure within the conflict affected areas to reverse the physical disruption caused by the conflict and enable the reopening of key services at the municipal level. It will also support quick recovery of businesses that are critical to the survival of whole communities through rehabilitation and provision of equipment. Through these activities it will also aim to boost the capacity of municipalities.

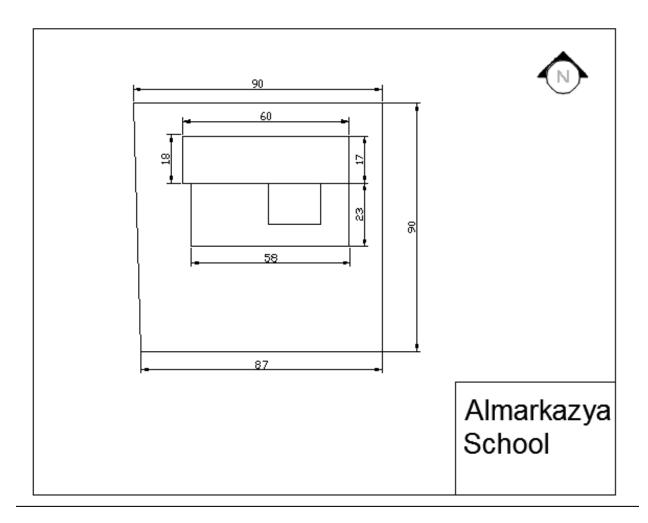
#### **School description**

Almarkazya School is preparatory school located in the residential area number one in the city of Sirte which had suffered a fighting during the last war, which led to a wide destruction in this area, and Almarkazya School had suffered some of this destruction.



This school consists of 22 classroom of different areas on total area of the school of 8135m2 divided into three floors of 1560m2 for each floor and, the ground floor is containing the administration offices, labs, restrooms, and contain the classrooms, and the studying intervals are in morning and afternoon with 1150 pupils are enrolled.

The school currently is functioning in both intervals. The sketch plan is showing the internal details of this building



The school was built in 1978, and last maintained and rehabilitated comprehensively in 2010.

# Required work

The school requires rehabilitation meanly in the broken glass of windows and doors, as well as the repairing of those windows and doors as detailed in the draft BOQ. Some openings in the walls of the school has resulted from the conflict and it shown in the accompanied photos in this report. The classrooms' doors need the repairing of the locks and some needs handles as well, so as some windows in the School as shown in pictures and BOQ. Also, the school fence has suffered many openings and needs to be rebuild and painted similar to the existing as long as the main gate has been destroyed as shown in the pictures and the BOQ.

# **Section 6: Returnable Bidding Forms / Checklist**

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 y	ou 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.	
_	you provided the required documents to establish compliance with the ation criteria in Section 4?	

# **Price Schedule:**

■ Form F: Price Schedule Form	
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#### Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	ITB/LBY/SFL/2019/016		

We, the undersigned, offer to supply the goods and related services required for **Rehabilitation of Al Markazyia** school, **SIRTE** in accordance with your Invitation to Bid No. **ITB/LBY/SFL/2019/016** 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

Legal name of Bidder	[Complete]		
Legal Hairie Of Bluder	[complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] 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]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
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):	[Complete]		
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]		
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	[Complete]		
Is your company a member of the UN Global Compact	[Complete]		
Contact person that UNDP may contact for requests for clarifications during Bid evaluation	Name and Title: [Complete] Telephone numbers: [Complete] 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). The evidence (documents) must be translated into English language.
- 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 \$350,000.00** each contract (Copy of contracts and certification of completion to be provided together with the bid) (Section 6, Form D). The evidence (documents) must be translated into English language.
- 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	e of Bidder:	[Insert Name of Bidder]			Date:	Select date
ITB re	mpleted and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.  Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)  [Complete]  [Complete]  [Complete]  [Complete]					
To be o	ompleted and ret	urned with your Bid if the Bid is sub	mitted	d as a Joint Vent	ure/Cons	sortium/Association.
telephone numbers, fax numbers, e-mail address) and type of goods and/or services to be						
1	[Complete]			[Complete]		
2	[Complete]			[Complete]		
3	[Complete]			[Complete]		
Associon Control  We have structured Letter We here	ve attached a copure of and the context of the cont	y of the below referenced docume	bility of	ned by every pof the members ortium/Associat	of the sation agree	aid joint venture:
Name	e of partner:		Name	e of partner:		
Signa	ture:		Signa	ture:		
Date:			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:	Select date
ITB reference:	ITB/LBY/SFL/2019/016		

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

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

□Non-perfo	orming contracts did no	ot occur during the last 3 years		
☐ Contract(	☐ 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 litigat	tion history for the last	3 years	
☐ Litigation	n 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 & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

	may also attach their own Project Data Sheets wit	may also attach their own Project Data Sheets with more details fo
	r own Project Data Sheets wit	r own Project Data Sheets with more details fo
attach thei	Data Sheets wit	Data Sheets with more details for
attach their own Project		h more details fo

☐ 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 Year Year	USD USD 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				
	In	Information from Balance Sheet					
Total Assets (TA)							
Total Liabilities (TL)							
Current Assets (CA)							
Current Liabilities (CL)							
	Info	Information from Income Statement					
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:

- 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/2019/016		

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></ul>
	Date of certification: [Insert]
Employment Record/ Experience	[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.]
	[Insert]
	[Provide names, addresses, phone and email contact information for two (2) references]
References	Reference 1: [Insert]
	Reference 2: [Insert]
	to the best of my knowledge and belief, the data provided above correctly describes ces, 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/2019/016		

# Rehabilitation of Al Markazyia school in Sirte

Name: Rehabilitation of Al Markazyia school

Location Sirte, LIBYA

Item	Description	Unit	Qty	Rate in USD	Amount in USD
	A - Demolishing and Preparing				
	The work shall include and comply with the following:  a. Removing of demolished material off site to authorized dumping sites. b. The dismantled material are the sole properties of the client (in case those material are required by the Client). c. The contractor shall coordinate implementation of his daily work activities, working hours, throughout the construction period with the client and the supervising engineer. d. The contractor shall protect and safe guard the existing facilities and building finishes, including the painting, the floor tiles,etc. e. The contractor shall make the necessary temporary water, electrical power connections. Etc. to prevent interruption of the power and water supply for the existing functioning building. f. The contractor shall take all necessary measures to protect and minimize environmental hazards				
A1	including pollution, noise and dust.  Demolish and remove damaged concrete including some unfixed parts of columns, windows' beams, roof of purple's rest-time place, including preparing surfaces for new concrete works as directed by Engineer.  Demolish and remove damaged masonry block	CU.M	2		
A2	work, including preparing surfaces for new block works, as directed by Engineer.	CU.M	10		
А3	Site clearance and removal of surplus.	Lump sum	1		
	B - Concrete Works				

	Concrete works/repair works shall include: -			
	1. Shoring to protect safety of the structure and			
	shuttering in any form, shape and size.			
	2. Approved grouting material, filling material and			
	additives.			
	3. Supplying and fixing of the required steel reinforcement as per the existing dowels or as			
	required.			
B1	supply and cast reinforced concrete grade C40 for			
D1	damaged columns, beams and lintels. The rat			
	includes, cleaning of concrete surfaces, formworks,			
	the required high steel reinforcement, (400			
	Newton / mSQ.M) same as existing steel with			
	adequate laps and proper bonding of old and new			
	concrete using special approved bonding material			
	according to the technical specification and	Lump		
	engineer instructions .	sum	1	
B2	Supply and cast ready mix concrete B (250)			
	kg/cSQ.M for solid slab 20 cm thick for staircase.			
	The price include the slopes 0.5% for the final slab where the minimum depth not less than 20cm at			
	the locations at rain water traps everywhere in the			
	slab and all other materials as per specifications ,			
	drawings and supervisor engineer's instructions.	SQ.M	1100	
	C - Block Works			
C1	Supply & build hollow concrete blocks grade 35 size			
	40x20x25cm, built with cement sand mortar (1:3)			
	mix according to technical specification and			
	instruction of Engineer.	SQ.M	25	
	D - Plastering Works			
D1	Supply and make 2 coats 15 mm cement sand			
	plaster on the internal walls and ceilings, including			
	surface preparation. The work shall include fixing of metal mesh at the joints, all according to the			
	specification and the Engineer's approval.	SO M	45	
D2	Repair cracks in the existing walls and ceilings. The	SQ.M	43	
	work shall include stripping off 15 cm wide plaster			
	along the cracks, widen and make V shaped cracks,			
	clean and fill cracks with approved filling material			
	and plastering to match the existing finishing;			
	according to technical specification and Engineer			
	instruction.	Lin.M	240	
	E - Painting Works			
E1	Supply & paint 2 coats colored emulsion paint			
	(Supercryle) on the internal walls. The work shall			
	also include removing the old paints, cleaning,			
	surface preparation and puttying, and all required works.	SQ.M	9500	
E2	Supply & paint internal walls, with one under coat	JQ.1VI	2200	
	primer and min. 2-coats of oil paint with all required			
	works. The work shall also include removing the old			
	paints, cleaning, preparation of surface and			
	puttying, and all required works according to			
	specification and the engineer approval.	SQ.M	3000	

E3	Supply & paint 2 coats colored weather shield emulsion paint on the external walls and fascia. The work shall also include removing the old paints, cleaning, surface preparation, puttying, and rendering coats to match the existing paint finishing; all in accordance with specification and the Engineer's instructions.  F - Tiling and Marble Works  The work shall include surface preparation for tiling works, sand cement mortar, finish to falls, special tile pieces, grouting and cleaning; all as per specifications and the Engineer's approval.	SQ.M	5400	
	Supply and install marble floor tiles (grade A) thinks 40 mm for the windows, similar to the existing, including removing the existing damaged tiles and all required works.	Lin.M	1010	
F1	Repair ceramic wall tiles, similar to the existing, including removing the existing tiles, surface preparation for new tiling and all required work according to the engineer instructions.	SQ.M	6	
F2	Supply and install one layer 4mm thick approved waterproofing bituminous membrane -rolls on the roof surface according to the specification and Engineer instructions. The work shall include surface preparation, cleaning, priming, and testing; all in accordance with specifications and the Engineer's instructions.	SQ.M	1100	
	G - Doors, Windows and Metals Works			
	The work shall include: supply, fabricate and installation of doors, windows, made out of grade 1 timber to be finish as per relevant applicable Standards.  Work shall include for 4 mm thick clear float glass/wired glass /tinted glass /translucent glass as appropriate to suit the respective doors and windows as similar to the existing doors and windows, where required.  Rates shall include fixing frame, door sash / window casement brass fixing screws, lock sets with 3 keys. Preservative treatment for back of door & door frame in contact with masonry or concrete.  Painting / Final Finish  Unless otherwise stated all surface of timber doors & windows and casements and door sashes shall be applied with two coat of wood preservative, two coats of prime, two coats of approved paint, paint type and finishing shall be similar to the paint finishing of the existing doors and windows			
G1	Supply and install interior wooden doors grade 1 of average size 2100 X 800 mm and 45 mm thick door leaf with frame, similar to the existing wooden doors door leaf made of 20 mm medium density fiber (MDF), stiles and rails, high quality hardware, door lock with handle, approved paints; all as directed and approved by the Engineer.	NO	9	

G2	Supply and install interior wooden doors grade 1 of			
	average size 2200 X 1900 mm and 45 mm thick			
	door leaf with frame, similar to the existing wooden			
	doors door leaf made of 20 mm medium density			
	fiber (MDF), stiles and rails , high quality hardware,			
	door lock with handle, approved paints; all as	NO	,	
G3	directed and approved by the Engineer.	N0	2	
G3	Supply and install interior wooden doors grade 1 of average size 2300 X 2500 mm and 45 mm thick			
	door leaf with frame, similar to the existing wooden			
	doors door leaf made of 20 mm medium density			
	fiber (MDF), stiles and rails , high quality hardware,			
	door lock with handle, approved paints; all as			
	directed and approved by the Engineer.	N0	4	
G4	Ditto, but size 1700*2700mm	No	3	
G5	Repair, conduct maintenance and adjustment on			
	the wooden doors, of size 800X 2200 mm, including			
	painting, replace the damaged accessories,			
	complete as directed by Engineer.	No	20	
G6	Ditto, but size 1500*2000mm	No	1	
G7	Supply and fix steel doors' size 1700*2700mm			
	including hardware and locks and painting with			
	approved pain according to the engineer instructions.	No	3	
G8	Ditto, but size 1500*2000mm			
	· ·	No	1	
G9	Repair, conduct maintenance and adjustment on			
	the steel doors, of size 1500X 2000 mm, including painting, replace the damaged accessories,			
	complete as directed by Engineer.	No	1	
G10	Ditto, but size 2700*2700mm	No	2	
G11	Ditto, but size 1700*2700mm	No	3	
G12	Ditto, but size 2000*1000mm	No	3	
G13	Supply and install external galvanized sliding steel			
	gate, overall size 4500 X 2000 mm complete with			
	frame, 1 moving leaf constructed of 2 panel made			
	of 2 mm double galvanized steel plates, including			
	door lock, all iron monger and hardware, painting			
	with approved paints with all necessary supporting			
	according to the engineer 's instructions. The gate			
	to be fixed and supported by existing concrete columns of the fence.	No	1	
G14	Supply and install PVC windows , including	140		
	accessories and hardware of high quality, complete			
	as directed and approved by the Engineer.	SQ.M	840	
G15	Conduct maintenance, repair and adjustment of			
	the existing PS windows of size 3500 mm*1100 mm.			
	The work includes replacing all damaged profiles,			
	broken glass, hardware, accessories, rubber, sealant			
	etc., complete to match and render the door			
	operational in a good condition to the satisfaction of the Engineer.	No	4	
G16	ditto, but size 3500*900mm			
310	aitto, sat size 5500 500mm	No	10	

G17	Supply and install metallic false ceiling size 600mm x			
	600mm, similar to the existing false ceiling tiles and			
	the suspension system, complete; all in accordance			
	with specifications and the Engineer's approval.	SQ.M	270	
G18	Supply and fix Iron shed of corrugated steel sheets			
	for the pupil's rest area including all supporting			
	materials with slope to the school roof ,size			
	19000mm*27000mm including painting and lighting	1		
	, wiring with all required material according to the	Lump	1	
	engineer instruction  Conduct maintenance, repair and adjustment of	sum	1	
	the existing of outdoor metal fence football stadium			
	similar to the existing according to the engineer	Lump		
	instruction	sum	1	
	External Works:	34111		
1.00	Total for Civil workscarried to summary			
	H- 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.			
	All fittings and pipe specials used in the plumbing			
	installation shall be suitable and compatible with all			
	respects to the pipe line to which fittings and			
	specials are fixed.			
	Rates for plumbing work shall include for:- All fittings such as elbows, bends, tees, junctions,			
	plugs,etc			
	Connecting pipes to sanitary fixtures and			
	appliances.			
	Necessary screws, nails sockets, connection back			
	nuts standard pipe fixing or supporting clips,			
	saddles, brackets, holder bats, straps			
	Connecting of different types of pipes.			
	Testing and disinfection after completion.			
	Excavation, backfilling, disposal of surplus soil for			
	items which were specifically mentioned.			
	Rates for sanitary fittings shall include for:-			
	Fittings such as taps, waste water outlet, internal			
	overflows etc. and supporting brackets, incidental			
	materials for fixing, unless otherwise measured separately.			
	Assembling, jointing together fixing components			
	parts, and jointing to pipes including necessary			
	coupling and for leaving perfectly clean and in			
	perfect working order on completion.			
	Jointing and connecting of pipes to sanitary fittings.			
	Testing and commissioning of the installation.			
	Rates for drainage work shall include for :-			
	Excavation, backfilling, disposal of surplus soil			
	All pipe specials such as bends, junctions, elbows,			
	tees etc.			
	Connection to sides of manholes.			
	Giving notices, obtaining permits, paying fees,			
	fixing, testing and commissioning.			

H1	Supply and install white glazed fire clay standing			
	hand wash basin with overflow and single hole			
	faucet, size 480 x 580 mm, made of vitreous china			
	to BS 3402 (grade A), complete with all water supply			
	pipes 16mm, chromium plated mixer and waste			
	trap. The work include all related work accessories			
	and fittings.	No	2	
H2	Supply and install double standing hand wash basin			
	for kitchen similar to the existing with overflow and			
	double hole faucet, size 1600 x 460 mm, complete			
	with all water supply pipes 16mm, and waste trap.			
	The work include all related work accessories and			
	fittings.	No	1	
Н3	supply and fix plastic tank for potable water 1500 L,			
	including the floating valve and all related work			
	accessories and fittings according to the			
	specifications, and Engineer instructions.	No	4	
Н4	Repair and maintenance the existing water network			
	of the school. The work shall include supplying all			
	required material, such as pipes, fittings, valves,			
	stopsetc. to complete functional network and			
	connected to the water supply,with removing the			
	damaged water network . The new water system			
	shall be connected to the water source, all in	Luman		
	accordance with specification and as instructed and approved by the Engineer.	Lump	1	
H5	Supply and fix east ten WC including 10 liter plastic	sum	1	
ПЭ	flushing cistern as existing, including chromium			
	plated tap 1/2", including water supply pipe 16mm			
	with all related work accessories and fittings with			
	removing the old ones	No	24	
Н6	ditto, but for western WC	No	4	
H7	Supply and fix electrical water heater similar to			
	Ariston or equally approved, 80 liters capacity, 0.8			
	Mpa pressure, provided with temperature gauges,			
	including water supply pipes 16mm, chromium			
	plated control valve, non-return valve, electrical			
	connections, as directed by Engineer	No	4	
Н8	Repair, maintain and flush the existing waste water			
	system including pipes, cleaning and flush blocked	Lump		
	pipes and manholes.	sum	1	
Н9	Supply and fix 1 " and 2.5 HP horizontal centrifugal			
	pump, one flange and 50 HZ motor, installed on			
	potable water main to supply the water tank. The			
	work include connection to the electric power			
	supply and all related work accessories and fittings.	No	1	
H10	Supply and install UPVC pipes 4" and 10 bar			
	pressure, for rain water drainage. The work include			
	all tees, bends, and all related work ,accessories and			
	fittings, with removing old one .	Lin.M	100	
	Total Sanitary and Plumbing Works Carried to	Lin.M	100	
		Lin.M	100	

	T			1	l I
I1	Supply, install and maintain wall mounted invertor				
	split air-conditioners. The price shall include one				
	year Warranty, wiring, electrical connections, drain				
	pipes to the nearest drain points, water proof on-off				
	switch on the external units, galvanized steel				
	holders/stands, opening in walls by coring machine,				
	closing holes with sika sealant, gas and oil charging.				
	The units shall be according to below specifications				
	and the applicable Standards, and as per the				
	following specifications:Capacity-18 000 BTU Pre				
	charged with Eco. Friendly R 410A. Washable screen				
	anti bacterial filtrationLow Ambient Heating Temp.Power supply source-V/Ph/Hz-208-230V-1-60				
	HzAir flow volume-CU.M/h-840Noise level in door				
	d/B-47Noise level out door d/B- 53Ai circulation-				
	(H/M/L) -CU.M/h 850/680/540Digital, Multi-				
	function LCD Remote Control				
	ranction Leb Remote Control				
		No	8		
	Total Air Conditioner Works. Carried to Summary				
	H-Electrical Works:				
H1	supply and install fluorescent lighting fixtures in the				
	metallic false ceiling 4X40 watt including 60cm day				
	light lamps ,3X1.5 mSQ.M wires, coduits, chock coil				
	,starters ,capacitors ,clamps, bolts and all needed		60		
	accessories, complete.	No	60		
H2	Supply and install fluorescent lighting fixture 2 X 40 watt with plastic cover grade A, 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	80		
Н3	Supply and replace the old fluorescent 120 cm day				
	light lamps, including starters, and all needed				
	accessories.	No	100		
H4	supply and replace the existing fluorescent 60 cm				
	day light lamps, grade A, including starters, and all				
	needed accessories.	No	30		
H5	Supply and install double pole 16 A, 220V, lighting				
	switch, The work include removal of old ones as				
	directed by Engineer.	No	20		
Н6	Supply and install single pole 16 A, 220V, socket				
	outlet. The work include the earthing cable and				
	removal of old ones as directed by Engineer.	No	30		
H7	Supply and install 400 watt spot light similar to the				
	existing, including PVC conduits inside walls and				
	wiring , connection to sub-boards and all needed cables and accessories .	No	8		
Н8	supply and fix ventilation fan for basement	No	U		
110	including wiring and all needed accessories				
	complete according to engineer instructions	No	30		
Н9	supply and install fluorescent lighting fixtures in the		- 50		
	metallic false ceiling 4X40 watt including 60cm day				
	light lamps ,3X1.5 mSQ.M wires, coduits, chock coil				
	,starters ,capacitors ,clamps, bolts and all needed				
	accessories, complete.	No	30		
				•	

H10	Check and repair the damaged in the electrical net including wires 2,4,6 mm and replace a new ones	Lump sum	1					
	Total for Electrical workscarried to summary							
	Summary							
					USD			
1	Total Civil Works							
2	Total Plumbing and Sanitary Works							
3	Total Air Conditioner Works							
4	Total Electrical Works							
	Grand Total in US\$							

#### 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:		 	
Name:			
Title:			
Date:		 	
Name of Ba	nk	 	

[Stamp with official stamp of the Bank]