

# Community Upgrading Fund (CUF) Cities Alliance Liberia Country Programme

Construction of Community Multiple Water Kiosks in Greater Monrovia Area- Liberia

United Nations Office for Project Services ("UNOPS")

## Invitation to Bid

Minor Works Contract

Contract No.:	ITB/CA/11934-003/2019/144
Date of Issuance:	15 November 2019
ITB Case No.:	ITB/CA/11934-003/2019/144

## **CONTENTS**

- 1. INVITATION LETTER**
- 2. SECTION I – BID PARTICULARS**
- 3. SECTION II – INSTRUCTIONS TO BIDDERS**
- 4. SECTION III – EVALUATION METHOD AND CRITERIA**
- 5. SECTION IV – RETURNABLE BID SCHEDULES**

SCHEDULE 1	Form of Bid
SCHEDULE 2	Bidder's Details
SCHEDULE 3	Bill of Quantities
SCHEDULE 4	Bidder Preliminary Programmes and Outline Statement of Proposed Methods
SCHEDULE 5	Proposed Project Team
SCHEDULE 6	Insurances
SCHEDULE 7	Capacities, Experience, Work in Hand and Work Completed
SCHEDULE 8	Declaration
SCHEDULE 9	Conflicts of Interest
SCHEDULE 10	Dispute Details
SCHEDULE 11	Addenda to ITB

- 6. SECTION V - UNOPS MINOR WORKS CONSTRUCTION CONTRACT**

ANNEX 01 – DRAWINGS – WATER KIOSK

ANNEX 02 – BILL OF QUANTITIES – WATER KIOSK

ANNEX 03 – TECHNICAL SPECIFICATION\_ WATER KIOSKS\_FINAL\_CA\_LIBERIA

**INVITATION LETTER**

Dear Sir/Madam,

**Subject: Invitation to Bid for the Construction of Community Water Kiosks (30Nos.) in Greater Monrovia Area –Liberia – ITB Case No.: ITB/CA/11934-003/2019/144**

The United Nations Office for Project Services (UNOPS) is pleased to invite prospective bidders to bid in accordance with the requirements and process as set out in this Invitation to Bid (ITB).

The ITB consists of the following:

- This Invitation Letter;
- Bid Particulars (Section I);
- Instructions to Bidders (Section II);
- Evaluation Method and Criteria (Section III);
- Returnable Bid Schedules (Section IV);
- UNOPS Minor Works Contract (the Contract) (Section V).

A complete set of the above bidding documents in **English language** may be obtained from UNOPS by downloading them from our website at [www.UNGM.org](http://www.UNGM.org).

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and process as set out in this ITB and submit your bid to UNOPS by the Deadline for Bid Submission set out in the Bid Particulars in Section I of the ITB.

We look forward to receiving your bid.

**Pre-cleared by:**



Ms. Rula Abu Nimreh - Procurement Advisor

Date: 15 November 2019

**Approved by:**

Name: Philipp von Waechter

Title: Senior Portfolio Manager

Date: 15 November 2019

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



## SECTION I

### BID PARTICULARS

<b>Works (Article 1)</b>	The works include the <b>Construction of Community Water Kiosks (30Nos.) in Greater Monrovia Area –Liberia</b> as further described in Section V of this ITB.
<b>Contact person for correspondence, notifications and requests for clarifications (Article 1)</b>	<p>All correspondence, notifications and requests for clarifications in relation to this ITB shall be sent to:</p> <p style="text-align: center;">Pattana Jindapraneekul United Nations Office for Project Services Associate Portfolio Support Officer UNOPS, Geneva <a href="mailto:Pattana.j@unops.org">Pattana.j@unops.org</a></p> <p><b><u>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Art. 21).</u></b></p>
<b>Bidder Eligibility (Article 4)</b>	<p>No nationalities are excluded from submitting a bid.</p> <p>License and legally registered construction/engineering company to operate in Liberia</p>
<b>Clarifications (Article 8)</b>	<p>Requests for clarification from bidders will not be accepted any later than <b>12:00 pm (noon) Monrovia-Liberia Time on 28 November 2019.</b></p> <p>Responses to requests for clarification shall be communicated to bidders by posting responses on UNGM' website at <a href="http://www.UNGM.org">www.UNGM.org</a> under ITB Case No. <b>ITB/CA/11934-003/2019/144.</b></p>
<b>Clarification Meetings (Article 9)</b>	<p>A clarification meeting shall be held at:</p> <p>Location: Cities Alliance Liberia Office</p> <p>OneUN Building, 1<sup>st</sup> Street Sinkor</p> <p>Date: 22<sup>nd</sup> November 2019</p> <p>Time: 10am to 12pm</p> <p>Attendance to the clarification is not mandatory</p>
<b>Site Inspection (Article 10)</b>	A site inspection is not required.
<b>Bid validity period</b>	

<b>(Article 13)</b>	Bids shall remain valid for acceptance by UNOPS for <i>90 Days</i> from the Deadline for Bid Submission.
<b>Bid Currenc(ies) (Article 16)</b>	Prices shall be quoted in <b>United State Dollars</b>
<b>Duties and Taxes (Article 17)</b>	All bids shall be submitted net of any direct taxes <b><i>customs duties and indirect taxes, such as sales taxes, VAT, taxes on commodities such as fuel</i></b>
<b>Language of bids (Article 19)</b>	All bids, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this bid process shall be in <b>English</b>
<b>Deadline for Bid Submission (Article 20)</b>	All bids must be submitted by <b>12:00 pm (noon) Monrovia-Liberia Time on 2<sup>nd</sup> December 2019.</b>
<b>Bid Submission (Article 21)</b>	<p>Bids must be submitted as follows:</p> <p>By personal delivery in sealed envelopes by the Deadline for Bid Submission. The sealed envelopes shall contain one soft copy and two hardcopies. The two hardcopies shall comprise one original hardcopy bid marked "Original". One hardcopy of the bid marked "Copy" shall also be submitted. In the event of any discrepancy between the soft and/or hardcopies of the bid, the bid marked as "Original" shall govern.</p> <p>Address for the submission is:</p> <p style="text-align: center;"><b>Cities Alliance Liberia Office</b> OneUN Building, Ground Floor 1<sup>st</sup> Street Sinkor Monrovia Liberia</p> <p>Personal delivery shall be made between the hours of 8.30 am (Liberia time) and 4.30 pm (Liberia time) on UNOPS/Cities Alliance regular working days by the Deadline for Bid Submission.</p> <p>The envelope shall be labelled as follows:</p> <p style="text-align: center;"><b>***CONFIDENTIAL BID - DO NOT OPEN UNLESS AUTHORIZED***</b> Att.: The Chairperson Bid Opening Committee Case No: ITB/CA/11934-003/2019/144</p> <p>Deadline for Bid Submission: <b>12:00 pm (noon) Monrovia-Liberia Time on 2<sup>nd</sup> December 2019 at Monrovia, Liberia</b></p> <p style="text-align: center;">From: <b>[Insert bidder's name &amp; details]</b></p>
	Bids will be opened at <b>2:00pm</b> on <b>2<sup>nd</sup> December 2019</b> at

<b>Opening of Bids (Article 22)</b>	<b>Cities Alliance Liberia Office</b> OneUN Building, Ground Floor 1 <sup>st</sup> Street Sinkor Monrovia Liberia
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## **SECTION II**

### **INSTRUCTIONS TO BIDDERS**

#### **1. INFORMATION FOR BIDDERS**

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Bidders are invited to submit a bid for the works described in the Bid Particulars in Section I, and further described in the Contract in Section V, in accordance with this ITB.

All correspondence, notification and bids in relation to this ITB shall be sent to the contact person and address set out in the Bid Particulars in Section I. Please note that the address for Bid Submission may be different.

#### **2. INTERPRETATION OF THE ITB**

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This ITB is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights.

No binding contract, including a process contract or other understanding or arrangement, will exist between the bidder and UNOPS and nothing in or in connection with this ITB shall give rise to any liability on the part of UNOPS unless and until the Contract is signed by UNOPS and the successful bidder.

#### **3. AMENDMENTS TO THE ITB**

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Prior to the Deadline for Bid Submission, UNOPS may at its discretion modify the bidding documents by way of a written addendum. All written addenda to the bidding documents shall form part of the ITB.

In the event UNOPS modifies the ITB, UNOPS will notify in writing all bidders that have received the ITB from UNOPS of such modification.

In order to give the bidders reasonable time to take such modification into account, UNOPS may extend the Deadline for Bid Submission as may be appropriate under the circumstances.

#### **4. BIDDER ELIGIBILITY**

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A bidder may be a private, public or government-owned legal entity or any association, including a joint venture or consortium with legal capacity to enter into a binding contract with UNOPS.

A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in the Bid Particulars in Section I.

A bidder shall not be eligible to submit a bid if and when at the time of bid submission, the bidder:

- (i) has been suspended or declared ineligible by UNOPS or any other entity of the United Nations system, including the World Bank;
- (ii) is on the UN 1267 terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or
- (iii) has not attended a mandatory site inspection or mandatory clarification meeting, if applicable, in accordance with Articles 9 and 10.

- (iv) does not comply with any additional requirements as may be set out in the Bill of Particulars.

If a bidder does not have all the expertise required for the provision of the works to be provided under the Contract, such bidder may submit a bid in association with other entities, particularly with an entity in the country where the works are to be provided. An entity may not submit more than one bid in response to this ITB, whether alone or in association with other entities.

In the case of a joint venture, consortium or association:

- (i) all parties of such joint venture, consortium or association shall be jointly and severally liable to UNOPS for any obligations arising from their bid and the Contract that may be awarded to them as a result of this ITB;
- (ii) the bid shall clearly identify the designated entity designated to act as the contact point to deal with UNOPS. Such entity shall have the authority to make decisions binding upon the joint venture, association or consortium during the bidding process and, in the event that a contract is awarded, during the duration of the contract; and
- (iii) The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of UNOPS.

## **5. ERRORS OR OMISSIONS**

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Bidders shall immediately notify UNOPS in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

## **6. BIDDERS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT**

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Bidders shall be responsible to inform themselves in preparing their bid. In this regard, bidders shall ensure that they:

- (i) examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB;
- (ii) review the ITB to ensure that they have a complete copy of all documents;
- (iii) obtain and examine all other information relevant to the project and the scope of the works available on reasonable enquiry;
- (iv) verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site inspection or any discussion with UNOPS, its employees or agents;
- (v) attend any Clarification Meeting or Site Inspection that is mandatory under this ITB;
- (vi) fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the execution of the works; and



- (vii) form their own assessment of the nature and extent of work required to execute the works and properly account for all work in their bid.

Bidders acknowledge and agree that the ITB does not purport to contain all relevant information in relation to the works and is provided solely on the basis that bidders shall be responsible for making their own assessment of the matters referred to in the ITB, including the Contract (see Section V).

Bidders acknowledge that UNOPS, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders.

## **7. UNOPS MINOR WORKS CONTRACT**

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Bidders shall be willing to sign the Contract (see Section V), without departure, qualification, amendment, limitation or exclusion should they be selected as a result of this bid process.

## **8. CLARIFICATION OF THE ITB**

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Bidders may request clarification of the ITB or bid process by submitting a written request to the contact stated in the Bid Particulars in Section I up to the time stated in the Bid Particulars in Section I and thereafter requests for clarification will not be accepted.

UNOPS shall gather all requests for clarification and may respond in writing to all such requests at the same time. Responses to requests for clarification shall be communicated directly to all bidders that received the ITB directly from UNOPS if the ITB was not available online, and/or, if the ITB was available online or if stated in the Bid Particulars in Section I, responses will be posted online without disclosing the names of the bidders who submitted the requests for clarification.

## **9. CLARIFICATION MEETINGS**

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Unless otherwise instructed in writing by UNOPS, a clarification meeting will only be held if stated in the Bid Particulars in Section I, at the time and place and in accordance with any instructions set out in the Bid Particulars in Section I.

If the Bid Particulars in Section I state that a clarification meeting shall be mandatory, a bidder which does not attend the clarification meeting shall become ineligible to submit a bid under this ITB.

The names of representatives of bidders who will attend the clarification meeting shall be submitted in writing by bidders to the UNOPS contact person listed in the Bid Particulars in Section I, including the full name and position of each representative at least 24 hours before the clarification meeting is to be held.

UNOPS will not issue any formal answers to questions from bidders regarding the ITB or bid process during the clarification meeting. All questions shall be submitted in accordance with Article 8.

The clarification meeting shall be conducted for the purpose of providing background information only. Without limiting Article 6, bidders shall not rely upon any information, statement or representation made at the clarification meeting unless that information, statement or representation is confirmed by UNOPS in writing.

UNOPS shall prepare minutes of the clarification meeting and communicate them in writing directly to all bidders which received the bid documents directly from UNOPS if the ITB was not available online, and/or, if the ITB was available online or if stated in the Bid Particulars in Section I, the minutes will be posted online without disclosing the names of the bidders who attended the clarification meeting, shortly after the clarification meeting.

## **10. SITE INSPECTION**

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Unless otherwise instructed in writing by UNOPS, a site visit will only be held if stated in the Bid Particulars in Section I, at the time and place and in accordance with any instructions set out in the Bid Particulars in Section I.

If the Bid Particulars in Section I state that a site inspection shall be mandatory, a bidder which does not attend the site inspection shall become ineligible to submit a bid under this ITB.

Bidders participating in a site inspection shall be responsible for:

- (i) arranging for and wearing personal protective equipment, including at a minimum safety helmets, boots and reflective vests; and
- (ii) making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.

Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing UNOPS in respect of any liability that may arise from:

- (i) loss of or damage to any real or personal property;

- (ii) personal injury, disease or illness to, or death of, any person;
- (iii) financial loss or expense, arising out of the carrying out of that site inspection; and
- (iv) transportation by UNOPS to the site (if provided) as a result of any accidents or malicious acts by third parties.

UNOPS will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site visit. All questions shall be submitted in accordance with Article 8.

A site visit will be conducted for the purpose of providing background information only. Without limiting Article 6, bidders shall not rely upon any information, statement or representation made at a site visit unless that information, statement or representation is confirmed by UNOPS in writing.

## **11. CONTENT OF BID SUBMISSIONS**

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### **11.1**

#### **Returnable Bid Schedules**

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Bids shall include only a fully completed and dated set of the Returnable Bid Schedules, including only the information required by each Returnable Bid Schedule, either completed on the Returnable Bid Schedule document or annexed to the document, as the case may be, each signed in accordance with Article 18 by a person authorised by the bidder to bind it. The Returnable Bid Schedules are set out in Section IV.

### **11.2**

#### **Other Information**

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Bids submitted shall only include information required to be submitted in accordance with the ITB.

## **12. REMUNERATION FOR AND COSTS OF BIDS**

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Bidders shall not be entitled to any remuneration or compensation for the preparation and submission of their bid.

Bidders acknowledge that their participation in any stage of the bid process for this ITB is at the bidders' own risk and cost. UNOPS shall not be responsible for any costs or expenses incurred by bidders in the preparation and submission of bids or participation in the bid process, including as part of any clarification meeting or site or plant inspection.

UNOPS is not liable to bidders for any costs, expense or loss on any legal, contractual, quasi contractual or restitutionary basis incurred or suffered in connection with the ITB or bidders' participation in the bid process, including where:

- (i) clarifications and addenda are provided or not provided to bidders;
- (ii) a bidder is not selected or not engaged to carry out the works;
- (iii) UNOPS varies, terminates, suspends or delays any aspect of the bid process or conducts another process in its place;
- (iv) UNOPS elects not to proceed with the ITB in whole or in part; or

- (v) UNOPS exercises any rights under the ITB.

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**13. BID VALIDITY PERIOD**

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Bids shall remain valid for acceptance by UNOPS for the entire period set out in the Bid Particulars in Section I. A bid valid for a shorter period of time shall be rejected.

Prior to expiration of the bid validity period, UNOPS may request in writing that the bidders extend the validity of their bids with the same conditions. The bid of Bidders who decline to extend the validity of their bid shall become disqualified as no longer valid.

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**14. PARTIAL BIDS**

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Bidders shall respond to all applicable Returnable Bid Schedules and shall bid for all sections of the works. UNOPS will NOT accept bids for one or several sections of the works only, nor will UNOPS accept bids for only part of the works or part of any section of the works.

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**15. ALTERNATIVE BIDS**

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Alternative bids will not be evaluated.

If a bidder submits more than one bid:

- (i) All bids marked as “Alternative Bid” will be disqualified and only the bid marked as “Initial Bid” will be evaluated; or,
- (ii) All bids will be rejected if no indication is provided as to which bid is the original bid and which is/are the alternative bid(s).

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**16. BID CURRENCY(ES)**

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Prices in the bid shall be quoted in the currency(ies) stated in the Bid Particulars in Section I. If applicable, for comparison and evaluation purposes, UNOPS will convert the bid prices into USD at the official United Nations rate of exchange in force at the time of the Deadline for Bid Submission.

Bid Prices shall be fixed. Bids with adjustable Bid Prices shall be disqualified.

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**17. DUTIES AND TAXES**

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UNOPS is a tax exempt entity. All bids shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in the Bid Particulars in Section I.

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**18. BID FORMAT**

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A bid shall contain no interlineations, erasures, or overwriting. If necessary to correct errors made by a Bidder, hand written corrections to the bid may be made before the submission and/or the Deadline for Bid Submission. In this case, such corrections shall be initialed by the person or persons who signed the bid.

Bids shall be signed by the person authorized to do so in Returnable Bid Schedule 1 – Form of Bid (see Section IV). That person shall be authorized by the bidder to bind the bidder. A copy of such authorization shall be submitted along with the bid.

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**19. LANGUAGE OF BIDS**

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All bids, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this bid process shall be in the language set out in the Bid Particulars in Section I.

Supporting documents may be submitted in their original language. If such language is different from that set out in the Bid Particulars in Section I, the supporting documents shall be submitted together with a translation of the supporting documents' relevant excerpts.

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**20. DEADLINE FOR BID SUBMISSION**

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All bids shall be received by UNOPS by no later than the time and date set out in the Bid Particulars in Section I. It shall be the sole responsibility of the bidders to ensure that their bid is received by the Closing Date. UNOPS may reject any bid received after the Deadline for Bid Submission.

Bids submitted after the Deadline for Bid Submission shall be rejected

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**21. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS**

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Prior to the Deadline for Bid Submission, a bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice to UNOPS. After the deadline for submission of the bids, however, the bids shall remain valid and open for acceptance by UNOPS for the entire Bid Validity Period, as may be extended.

Bid for which withdrawal has been requested prior to the deadline for submission of the bids shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, UNOPS shall have the right to discard such bid unopened without further notice to the Bidder. UNOPS shall not be responsible to return the bid to the Bidder at UNOPS' costs.

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**22. BID SUBMISSION**

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All bids shall be submitted to UNOPS in accordance with the requirements set out in this ITB, including the Bid Particulars set out in Section I.

Bids that are not submitted in accordance with the provisions set out in this ITB shall be rejected.

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**23. OPENING OF BIDS**

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Bids will be opened at the time and location, and in accordance with the requirements, set out in the Bid Particulars in Section I.

Bidders may attend the opening of the bids. However, they shall not be allowed to attend the evaluation of the bids.

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**24. EVALUATION METHOD AND CRITERIA**

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UNOPS shall evaluate bids and select a preferred bidder pursuant to Section III of this ITB.

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**25. OTHER UNOPS RIGHTS**

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Subject to Section III of the ITB, UNOPS shall have no obligation to accept any bid, including the bid with the lowest price.

UNOPS may, in its absolute discretion, do all or any of the following:

- (i) require additional information from bidders;
- (ii) change the structure and timing of the ITB;
- (iii) alter, terminate, suspend or defer the bid process or any part of or activity in it;
- (iv) consider or accept or reject any bid which is non-conforming;
- (v) request, attend or conduct any site inspections or clarification meetings;
- (vi) request, attend or observe any product, plant, equipment or other demonstration, trial or test, provided UNOPS acts reasonably in so doing;
- (vii) abandon, cancel or otherwise not proceed with the bid process at any time prior to the award of a contract, without any liability toward the bidders and without providing any reason or notice to bidders.

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**26. COLLECTION OF REJECTED OR UNSUCCESSFUL BID**

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UNOPS shall not return any rejected or unsuccessful bids to the bidders, except for late bids, which will be available for collection by the bidders within fifteen days of the rejection.

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**27. CONFIDENTIALITY**

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All information and documents provided to the bidders by UNOPS shall be treated as confidential by the bidders and shall:

- (i) remain the property of UNOPS;
- (ii) not be used for any purpose other than the purpose of preparing a bid; and

- (iii) be immediately returned to UNOPS in the event the bidder declines to respond to this ITB, or, in the event of a rejected or an unsuccessful bid, within fifteen days of being notified by UNOPS that its bid was rejected or unsuccessful.

All information and documents provided to the bidders by UNOPS shall not be disclosed to any third party, except:

- (i) with the prior written consent of UNOPS;
- (ii) where the third party is assisting a bidder in preparing the bid, provided the bidder has previously ensured that party's adherence to this duty of confidentiality;
- (iii) if the information or documents is/are at the time of this ITB lawfully in the possession of the bidder through a party other than UNOPS;
- (iv) if required by law, and provided that the bidder has previously informed UNOPS in writing of its obligation to disclose the information or documents; or
- (v) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.

## **28. ETHICS AND CORRUPT PRACTICES**

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UNOPS requires that all bidders observe the highest standard of ethics during the entire bid process, as well as the duration of any contract that may be awarded as a result of this bid process. Therefore, all bidders shall represent and warrant that they:

- (i) have not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the bid process and any contract that may be awarded as a result of this bid process;
- (ii) have no conflict of interest that would prevent them from entering into a contract with UNOPS, and shall have no interest in other bidders or parties involved in this bid process or in the project underlying this bid process;
- (iii) have not engaged, or attempted to engage, in any Corrupt Practices in connection with this bid process or the contract that may be awarded as a result of this bid process. For the purposes of this provision, Corrupt Practices shall mean any of the following:
  - bribery: the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring works, or executing contracts;
  - extortion or coercion: the act of attempting to influence the process of procuring works, or executing contracts by means of threat of injury to person, property or reputation;
  - fraud: the misrepresentation of information or facts for the purpose of influencing the process of procuring works, or executing the contracts, to the detriment of UNOPS or other participants; or
  - collusion: the agreement between bidders designed to result in bids at artificial prices that are not competitive.

- (iv) have not been involved in, either directly or indirectly, nor have they funded, either directly or indirectly, any terrorist activities, notably upon basis of the consolidated list of individuals belonging to or associated with terrorist entities as established and maintained by the United Nations 1267 Committee.

In the event that a bidder fails to comply with any of the above representations and warranties, UNOPS shall have the right to reject the bid submitted by such bidder, and to terminate any contract that may have been awarded as a result of this bid process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the bidder may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

## **29. AUDIT**

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Any bidder participating in this bid process shall agree to cooperate with the Office of Internal Oversight Services of the United Nations, UNOPS Internal Audit and Investigations Group as well as with any other investigation units authorized by UNOPS Executive Director and UNOPS Ethics Officer to investigate any allegation of misconduct, and in particular any allegation of a breach of Article 28 above, in connection with this bid process or any contract that may be awarded as a result of this bid process.

In cooperating with UNOPS, the bidders shall give access to UNOPS, upon written request, to all employees, representatives, agents and assignees, as well as to all documents, records and other elements of the bidder that may be required to conduct such investigation.

The failure of a bidder to comply with any of the above representations and warranties shall give UNOPS the right to disqualify the bid submitted by such bidder, and to terminate any contract that may have been awarded as a result of this bid process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the bidder may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

## **30. BID PROTEST**

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Any bidder that believes to have been unjustly treated in connection with this bid process or any contract that may be awarded as a result of such bid process may submit a complaint to UNOPS' General Counsel. More information about bid protests can be found on UNOPS' website at [www.unops.org](http://www.unops.org).



## **SECTION III EVALUATION METHOD AND CRITERIA**

### **31. EVALUATION METHOD**

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Bid shall be evaluated on the basis of the “lowest priced substantially compliant offer” evaluation method.

Firstly, bids shall be evaluated for technical compliance based on:

- technical expertise and experience;
- safety, quality and insurance; and
- capacity, resources and key personnel.

Secondly, bids that are found to be technically compliant shall be evaluated based on price and value for money, analysing all relevant costs, risks and benefits of each bid throughout the whole life cycle of the works and in the context of the project as a whole.

### **32. PRELIMINARY EXAMINATION**

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Upon opening of the bids, UNOPS shall proceed to a preliminary examination of the bids. UNOPS may reject any bid during the preliminary examination which does not comply with the requirements set out in this ITB, without further consultation with the bidder.

Bids which are incomplete, frivolous, clearly not competitive or contain material deviations from or reservations to the terms of the Contract, may, in UNOPS absolute discretion, be rejected or excluded from further consideration at any time during the evaluation, including after preliminary examination. A bidder may not be permitted to correct or withdraw material deviations or reservations in a bid once the bids have been opened.

### **33. CLARIFICATION OF BIDS**

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UNOPS may request clarification or further information in writing from the bidders at any time during the bid process. The bidders' responses shall not contain any changes regarding the substance or price of the bid.

UNOPS may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.

### **34. EVALUATION CRITERIA**

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#### **Technical Evaluation Criteria**

##### **Returnable Bid Schedule 1 - Form of Bid**

*The bidder's form of bid is correctly filled out.*  
**Check and clarify**

##### **Returnable Bid Schedule 2 - Bidder Details**

*The bidder's details are correctly filled out and the bidder will submit the following documents as a part of eligibility:*

- *Liberia Ministry of Public Works Certificate for category B.0 – B.12 classification*

- Association of Liberia Construction Companies(ALCC) Certificate
- Liberian Business Registration
- Internal Revenue Authority (IRA) Tax Clearance

PROVIDE UPDATED DOCUMENT AS IT RELATE TO EXPIRATION DATE

### **Check and clarify**

### **Returnable Bid Schedule 4 - Preliminary Programme and Outline Statement of Proposed Methods**

*The bidder's preliminary program and outline statement of proposed methods demonstrate the bidder's capacity to plan and programme the works within timelines that are consistent with industry practice, the project requirements and UNOPS' project technical staff programme.*

**Pass / Fail**

### **Returnable Bid Schedule 5 – Proposed Project Team**

*The bidder's project team demonstrate the capacity of the bidder's core team to execute the works and should include all essential roles filled with people of the required experience. CV's should be used to verify the expertise and experience of the bidder's personnel if required.*

Re f #	Key Personnel	Quantity required	Qualifications and Experience	CV required
1	Project Manager	1	Degree in Civil/Building engineering with Minimum 6 years of relevant experience including site Health and Safety and project management skills.	Yes
2	Civil Engineering Construction Supervisors	4	Degree in Civil/Building engineering with Minimum 4 years of relevant experience including site Health and Safety, and community engagement skills.  OR  Technical Engineering Diploma with 10 years relevant experience in civil engineering construction, site Health and Safety, and community engagement skills.	Yes
3	Plumbing Technician	3	Diploma plumbing engineering with minimum 5 years of relevant experience  OR  10 years relevant demonstrated/certificated working experience with Liberia Water and Sewer Corporation -LWSC.	Yes

**Pass / Fail**

**Returnable Bid Schedule 6 – Insurances**

*Bidders are to provide details of their insurance policies if they have any at the time of preparing their quotation and they are to provide confirmation that, if selected, bidders will comply with the insurance requirements as per this ITB.*

**Check and clarify**

**Returnable Bid Schedule 7 – Capacity Experience, Work in Hand and Completed.**

1. Three (3) similar contracts executed successfully during the last (3) years.

**Pass / Fail**

2. USD 500,000 of total turnover of all contracts within the last [3] years.

**Pass / Fail**

3. Capacity to undertake this contract within current workload.

*Cumulative work capability of the bidder shall be at least USD 100,000. The cumulative work capability is calculated as follows: (Cumulative work capability) = (Total turnover in the last 3 years) – (Amount of works in hand). Bidder must submit supporting documents showing all ongoing contracts including respective project's name, location, client (with email and phone number), and the contract amount, as well as the amount or percentage of the completion for each contract.*

*Note: the evaluation shall include onsite assessment of the tender workshops and equipment.*

**Pass / Fail**

4. **Key assets that the bidder shall demonstrate adequate ownership of, or access to:**

<b>Description</b>	<b>Quantity required</b>	<b>Requirement</b>
Concrete Mixer	3no	1m3 capacity per mix
Heavy duty truck	1no.	20m3 capacity
4x4 Pickup lorry	2no.	With 3m3 bucket capacity
Water pump machine	2no	2.5HP
Welding machine	1no	Electrical or Gas connectivity

**Pass / Fail**

**Returnable Bid Schedule 8 – Declaration**

*The bidder's declaration is correctly filled out.*

**Check and clarify**

**Returnable Bid Schedule 9 – Conflict of Interest**

*The bidder's filled out this schedule.*

**Check and clarify**

**Returnable Bid Schedule 10 – Dispute Details**

*The bidder's filled out this schedule.*

**Check and clarify**

**Returnable Bid Schedule 11 – Addenda to ITB**

*The bidder's filled out this schedule.*

**Check and clarify**

**Financial Evaluation Criteria**

***Financial evaluation of the bids shall be conducted only on those bids found to be technically compliant***

***The contract is a Measured Price. The Bill of Quantities provided shall be used under Schedule 4 of the Minor Works Contract for evaluating of the works, if the bidder is successful. The Bill of Quantities will be used for variations where necessary. Bidders shall therefore complete the Bill of Quantities attached document (Bill of Quantities for Water Kiosks in Greater Monrovia 01\_2019) with their priced quotation and attached as part of their submission under Returnable Bid Schedule 3.***

**Returnable Bid Schedule 3 – Bill of Quantities:**

<b>BOQ Value:</b>	<b>(i) in local currency:</b>	<b>+</b>
	<b>(ii) in USD:</b>	

**SECTION IV  
RETURNABLE BID SCHEDULES**

***[Note to Bidders: Instructions to complete each Returnable Bid Schedule are highlighted in blue in each schedule. Please complete the Returnable Bid Schedules as instructed]***

***[Note to UNOPS: Not all Returnable Bid Schedules may be applicable for your project and/or you may require additional Returnable Bid Schedules. If a Returnable Bid Schedule is not required, delete the text in the returnable Bid Schedule and insert NOT USED (do not delete the schedule number). You must not delete a Returnable Bid Schedule in its entirety.]***

**RETURNABLE BID SCHEDULE 1  
FORM OF BID**

United Nations Office for Project Services  
UNOPS/Cities Alliance Liberia  
OneUN Building, Ground Floor  
1st Street Sinkor  
Monrovia, Liberia

Dear Sir/Madam,

**Subject: Bid for the Construction of Community Water Kiosks (30Nos.) in Greater Monrovia Area –Liberia - ITB Case No. ITB/CA/11934-003/2019/144, dated 13 November 2019.**

1. We, **[Name of Bidder]**, hereby submit a bid for the construction of the above-referenced works in response to the above-referenced ITB.
2. We warrant that in preparing and submitting this bid, we have complied with, and are willing to be bound by, any and all of the requirements and provisions of the above-referenced ITB, including the terms and conditions of the Contract as set out in Section V of the ITB.
3. Based on the above, our proposed Contract Price is: **[Insert Proposed Contract Price in numbers and letters]**.
4. Our bid shall remain valid for UNOPS' acceptance until **ninety (90) days** from the Deadline for Bid Submission.
5. We acknowledge and agree that:
  - subject to Section III of the ITB, UNOPS is not bound to accept the lowest bid or any other bid it may receive in response to the above-referenced ITB;
  - no liability of UNOPS and no binding contract exists until the Contract is executed by both parties;
  - each party constituting the bidder is bound jointly and severally by this bid; and

I, the undersigned, certify that I am duly authorized by **[insert name of bidder]** to sign this bid and bind **[insert name of bidder]** should UNOPS accept this bid:

Name : \_\_\_\_\_

Title : \_\_\_\_\_

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

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

**[Stamp form of bid with official stamp of the bidder]**

**RETURNABLE BID SCHEDULE 2****BIDDER'S DETAILS**

ITB Case No.: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

Trade Licence title and No.:  
\_\_\_\_\_Address of registered office: \_\_\_\_\_  
\_\_\_\_\_Name of bidder representative:  
\_\_\_\_\_Address for service of notices (if different than above):  
\_\_\_\_\_  
\_\_\_\_\_

Phone number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

Mobile phone number: \_\_\_\_\_

Email: \_\_\_\_\_

**RETURNABLE BID SCHEDULE 3*****BILL OF QUANTITIES***

ITB Case No.: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

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

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

Note to bidders: Bidders shall submit within Returnable Bid Schedule 3 (or annexed to Returnable Bid Schedule 3 a completed attached document (Bill of Quantities for Water Kiosks in Greater Monrovia 01\_2019) with their priced quotation and attached as part of their submission under Returnable Bid Schedule 3. Where an item is not priced and/or a rate is not provided in the Bill of Quantities such price and/or rate shall be deemed to be allocated within the total contract price.

***Note to bidders: BIDDER MUST ATTACHED COMPLETED BILL OF QUANTITIES FOR WATER KIOSKS IN GREATER MONROVIA\_01\_2019 TO THIS SUBMISSION.***



**RETURNABLE BID SCHEDULE 4****BIDDER PRELIMINARY PROGRAMME  
AND  
OUTLINE STATEMENT OF PROPOSED METHODS**

ITB Case No.: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

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

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

*Note to bidders: Bidders shall submit a preliminary programme and an outline statement of methods to ensure the good and timely implementation of the works.*

*Bidders are required to make their own detailed assessment of the time, work methods and activities that shall be required for the successful and timely completion of the works, including obtaining all required authorizations from local authorities.*

If a bidder is selected as the preferred bidder, it shall be required to further develop and complete this programme in accordance with the Minor Works Contract.

**BIDDER TO ATTACHED PORPOSED:**

- (i) PRILIMINARY ACTIVITY WORKS SCHEDULE
- (ii) OUTLINE PROPOSED METHOD STATEMENT TO BE FOLLOWED TO EXECUTE THE WORK TIMELY AND PROFESSIONALLY.

## RETURNABLE BID SCHEDULE 5

### PROPOSED PROJECT TEAM

ITB Case No.: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

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

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

**[Note to UNOPS: This returnable bid schedule is for information only but will not be included in the contract. If you wish to include it in the contract, consult with your Legal Advisor]**

Note to bidders: Bidders shall set out below:

1. the key personnel that the bidder proposes to assign to the execution of the works;
2. the qualifications and relevant experience of each of the key personnel that the bidder proposes to assign to the execution of the works, including a CV/resume for each of the key personnel;
3. the bidder's representatives who are authorized to sign the Contract. The bidder shall provide a copy of such authorization

#### Key Personnel

No.	Position Description	Name	Years Exp
1	[Insert Description]	[Insert Name]	[Insert No.]
2	[Insert Description]	[Insert Name]	[Insert No.]
3	[Insert Description]	[Insert Name]	[Insert No.]
4	[Insert Description]	[Insert Name]	[Insert No.]
5	[Insert Description]	[Insert Name]	[Insert No.]
6	[Insert Description]	[Insert Name]	[Insert No.]
7	[Insert Description]	[Insert Name]	[Insert No.]
8	[Insert Description]	[Insert Name]	[Insert No.]

Contractor's Representative as per the Contract:

No.	Position Description	Name	Years Exp
1	Contractors Representative	[Insert Name]	[Insert No.]

## RETURNABLE BID SCHEDULE 6

### INSURANCES

ITB Case No.: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

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

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

***Note to bidders:** Bidders are to provide details of their insurance policies if they have any at the time of preparing their Bid. If selected, Bidders will have to comply with the insurance requirements as set out under Schedule 2 of the Contract [Schedule of Works]. Bidders are advised that UNOPS may request copies of the insurance policies and any endorsements during the review of bids, including amounts of any deductibles and all exclusions.*

#### 1. Construction All Risks Insurance/Third Party Liability Insurance

Name of Insurer:	
Policy No.:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

#### 2. Workers' Compensation/Employer's Liability Insurance

Name of Insurer:	
Policy No.:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

**3. Contractor's Plant and Equipment Insurance**

Name of Insurer:	
Policy No:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

**4. Motor Insurance**

Name of Insurer:	
Policy No:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

**RETURNABLE BID SCHEDULE 7****CAPACITY, EXPERIENCE, WORK IN HAND AND WORK COMPLETED**

ITB Case No.: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

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

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

**1. Similar Projects during the last **3** years****[List names, locations and value]****2. All current projects underway or committed to start****[List names, locations and value]****3. Assets****[List information regarding relevant assets owned or to be leased by your company]****4. Essential assets subject to evaluation**

- Heavy duty truck
- Concrete mixers
- Pick up vehicle
- Water pump machine

**RETURNABLE BID SCHEDULE 8****DECLARATION****United Nations Office for Project Services**

UNOPS/Cities Alliance Liberia  
OneUN Building, Ground Floor  
1st Street Sinkor  
Monrovia, Liberia

Dear Sir/Madam,

**Subject: Invitation to Bid for the Construction of Bid for the Construction of Community Water Kiosks (30Nos.) in Greater Monrovia Area –Liberia - ITB Case No. ITB/CA/11934-003/2019/144**

I, **[insert name and title]**, **[insert title]**, do solemnly and sincerely declare that:

1. I am duly authorised by **[insert name of bidder]** (the Bidder) to make this declaration on its behalf.
2. I make this declaration on behalf of the Bidder.
3. Before the Bidder submitted its bid, neither the Bidder, nor any of its employees or agents, had knowledge of the bid price proposed by any other bidder who submitted, or of any person, company, other body corporate or firm that proposed to submit, a bid in response to this ITB.
4. Before the Deadline for Bid Submission of this bid process, neither the Bidder, nor any of its employees or agents, disclosed the Bidder's bid price to:
  - (i) any other bidder who submitted a bid in response to this ITB;
  - (ii) any person, company, other body corporate or firm proposing to submit a bid in response to this ITB.
5. Neither the Bidder, nor any of its employees or agents, has provided information to:
  - (i) any other bidder who has submitted a bid in response to this ITB;
  - (ii) any person, company, other body corporate or firm proposing to submit a bid in response to this ITB; or
  - (iii) any other person, company, body corporate or firm for the purpose of assisting in the preparation of a bid in response to this ITB.
6. The Bidder is genuinely competing for the Contract.
7. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding, other than as disclosed to UNOPS in the bid, that the successful bidder for the Contract shall pay any money to, or provide any other benefit or other financial advantage to, an industry association in respect of the Contract.
8. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that the successful bidder for the Contract shall pay any money to, or provide any other benefit or other financial advantage to, any other bidder who unsuccessfully tendered for the Contract.

9. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that bidders for the Contract would include an identical or similar condition or qualification in their bids.

I acknowledge that this declaration is true and correct, and I make it in the belief that a person making a false declaration is liable to penalties.

DECLARED at **[insert place]** on **[insert date]** before me:

\_\_\_\_\_  
Signature of authorised witness

\_\_\_\_\_  
Name of authorised witness  
(capital letters)

\_\_\_\_\_  
Address of authorised witness

\_\_\_\_\_  
Witness' Occupation

\_\_\_\_\_  
Signature of declarant

**RETURNABLE BID SCHEDULE 9****CONFLICTS OF INTEREST**

ITB Case No.: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

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

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

*Note to Bidder: Bidder shall declare any actual or potential conflicts of interest which may arise with respect to the project as between:*

- (i) UNOPS and the bidder; and*
- (ii) UNOPS and any subcontractor (including consultants) proposed by the bidder*



**RETURNABLE BID SCHEDULE10****DISPUTE DETAILS**

ITB Case No.: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

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

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

*Note to Bidders: Bidder shall submit a statement below providing details of any current contract dispute and/or arbitral or legal proceeding involving the bidder. The statement shall include details of any dispute which has been, or is reasonably likely to be, referred to formal dispute proceedings (e.g. mediation or arbitration) or is the subject of litigation in any court locally or overseas. This information shall be provided regardless of whether such action has been instigated by the bidder against a client or a client of the bidder against the bidder.*

**RETURNABLE BID SCHEDULE 11****ADDENDA TO ITB**

ITB Case No.: \_\_\_\_\_

Name of bidder: \_\_\_\_\_

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

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

We acknowledge receipt of the following Addenda, which have been taken into account in preparing the bid:

Addendum Number	Dated

**SECTION V: UNOPS MINOR WORKS CONTRACT**

***[Insert UNOPS Minor Works Contract]***