

INVITATION TO BID

ITB-01-003/2017

**Supply and installation of prefabricated building for Kikla Health
Center**

Stabilisation Facility for Libya

Libya



United Nations Development Programme

January, 2017

Section 1. Letter of Invitation

UNDP, Libya
January 27, 2017

Case Number: ITB-01-003/2017

Subject: Invitation to Bid for Supply and installation of prefabricated building for Kikla Health Center, Libya

Dear Sir/Madam,

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:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3a – Schedule of Requirements including, scope of requirements, schedules and drawings
- Section 3b – Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form including Bill of Quantities (BOQs)
- Section 8 - Form for Advanced Payment Guarantee
- Section 9 – Model of Contract for Civil Works
- Section 10 – General Terms and Conditions for Civil Work

Your offer, comprising of a Technical Bid and Price Schedule, together in a sealed envelope, should be submitted in accordance with Section 2, latest by **24 February 2017, 14:00 hrs. (Tunisia time)**, ref (www.greenwichmeantime.com).

The bidders are encouraged to conduct the physical site visit for complete understanding of Scope of Works prior sending the formal bid to UNDP. It is recommended to conduct a site visit before the pre-bid meeting scheduled on **08 February 2017 at 11:00 hrs. Tunisia Time** for the 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 also arranged on **06 February 2017 at 11:00 hrs. (Libya Time)**

Focal Person: Eng. ASHUR, Mohamed Ewaze

Phone number: + 218 91 968 3397

Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.

Kindly go through this invitation letter and other documents attached here to this ITB. Should you have any questions or require any clarification, please feel free to send an email to the procurement officer at procurement.ly@undp.org

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

Yours sincerely,



Ermira Basha

Operations/HR Specialist
UNDP Libya

Section 2: Instruction to Bidders

Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.

- n) “Services” refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) “Supplemental Information to the ITB” refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP Anti Fraud Policy English FINAL june 2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interest’s paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All 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:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or

- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. 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 as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to

all Bidders who have provided confirmation of their intention to submit a Bid.

- 10.2 UNDP shall endeavor to provide such 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 Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

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 **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding

management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and ongoing, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder’s response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All bidders are therefore required to submit the following in their bids:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of

personnel arising from unavoidable reasons, including delay in the implementation of the project or programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 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 Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

- 18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's

satisfactions. These include, but are not limited to the following:

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP 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
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- 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
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of 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 joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along 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 entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the

joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

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 joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. 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.

21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). 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 either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule **must be submitted together and sealed together in one and the same envelope**, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that

material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.
- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

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 submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- 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 any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, 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 Bid, in accordance with ITB Clause 35.

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 Bid.

31. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

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.

32. Nonconformities, Reparable Errors and Omissions

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, 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.

32.5 Provided that the Bid is substantially responsive, UNDP shall 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 subject to the above.

32.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

33.1 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. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria

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 (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related 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.

36. Contract Signature

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 of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall 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 Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Bidders

DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Stabilization Facility for Libya
2		Title of Goods/Services/Work Required:	Subject: Invitation to Bid for Supply and installation of prefabricated building for Kikla Health Center. Case no: ITB-01-003/2017
3		Country:	Libya
4	C.13	Language of the Bid:	English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	Not allowed
6	C.20	Conditions for Submitting Alternative Bid	Shall not be considered
6b		A Site visit shall be held on:	<p>The bidders are encouraged to conduct the physical site visit for complete understanding of Scope of Work prior sending the formal bid to UNDP. It is recommended to conduct a site visit before the pre-bid meeting, for better understanding of the required work and to raise the queries for consideration/clarification during the site visit, and/or pre-bid meeting.</p> <p>An organized site visit is also arranged on 06 February 2017 at 11.00 hrs. (Libya Time)</p> <p>Focal Person: Eng. ASHUR, Mohamed Ewaze Phone number: + 218 91 968 3397</p>

7	C.22	A pre-Bid conference will be held on:	<p>Pre- Bid clarification meeting over SKYPE will be held on: Date: 08 February 2017 Time: 11:00 hours Tunisia time</p> <p>Interested bidders should send a request along with Skype ID to below email address before 15.00hrs on 07 February 2017</p> <p>procurement.ly@undp.org</p> <p>Focal Person: Hussam Baggar, Procurement Associate, UNDP E-mail: hussam.baggar@undp.org</p> <p>Please feel free to raise the queries for clarification/consideration, identified during site visit</p>
8	C.21.1	Period of Bid Validity commencing on the submission date	120 days.
9	B.9.5 C.15.4 b)	Bid Security	Not Required
10	B.9.5	Acceptable forms of Bid Security	N/A
11	B.9.5 C.15.4 a)	Validity of Bid Security	N/A
12		Advanced Payment upon signing of contract	<p><input checked="" type="checkbox"/> Allowed</p> <p>In case requested, advance amount will be recovered from the milestones or released upon submission of Bank Guarantee issued by reputable International Bank.</p> <p>Please also note that in the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment shall not exceed USD 20,000.00 only.</p>
13		Liquidated Damages	Will be imposed under the following conditions: 0.5% for every day of delay, up to a maximum duration of 1 calendar month.

14	F.37	Performance Security	<p><input checked="" type="checkbox"/> Required</p> <p><u>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.</u></p> <p>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.</p> <p>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.</p> <p>e. Upon successful completion of Defect Liability Period of 12 months and upon issuance of final completion certificate, UNDP will release retention money to the Bidder.</p> <p><i>* Retention Defect Liability is instrument to cover any defects that are discovered or arised in the normal course of usage within 12 months after the works/goods have been put into the service</i></p>
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<p>United States Dollars (US\$)</p> <p><i>Bids should be submitted in US\$ only.</i></p>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	<p>Five (05) days before the submission date.</p> <p>UNDP will endeavour to provide the above clarifications expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of a bid.</p>
17	B.10.1	Contact Details for submitting clarifications/questions	<p>Please refer all queries to procurement.ly@undp.org</p> <p><i>Note: This email address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.</i></p>
18	B.11.1	Manner of Disseminating Supplemental Information to	Direct communication to prospective Bidders who expressed their interest in writing by email and posting

		the ITB and responses/clarifications to queries	on the following websites: 1. www.ly.undp.org 2. http://procurement-notice.undp.org/ 3. https://www.ungm.org/Public/Notice
19	D.23.3	No. of copies of Bid that must be submitted	Please refer to D 23.1 and D.23.2 (electronic submission) Or one copy via courier/hand delivery
20	D.23.1 b) D.23.2 D.24	Bid submission address	UNDP Libya, based at Tunis – Tunisia. Rue du Lac Windermere, Les Berges du Lac, 1053 Tunis, Tunisia Attention : Procurement Unit: Tender Reference: ITB-01-003/2017 Or via electronic submission as per D.23.2
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: <u>24 February 2017, 14:00 hrs. (Tunisia time)</u>
22	D.23.2	Manner of Submitting Bid	Courier/Hand Delivery or Electronic submission of Bid Bids submitted by email should be sent to the following email address: procurement.ly@undp.org with a maximum capacity of 5 MB for each email.
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Official Address for e-submission: procurement.ly@undp.org 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-01-003/2017) + Company Name Time Zone to be Recognized: (UTC/GMT+1) <u>Other conditions:</u> <ul style="list-style-type: none"> 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 may be rejected if they are received after the deadline for

			<p>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.</p> <ul style="list-style-type: none"> • Bidders sent to the private email addresses of any procurement staff, will not be considered
24	D.23.1 c)	Date, time and venue for opening of Bid	<p>Date and Time: <u>24 February 2017, 16:30 hrs. (Tunisia time)</u></p> <p>Venue: UNDP Libya based at Tunis. Rue du Lac Windermere, Les Berges du Lac, 1053 Tunis, Tunisia.</p> <p>Bidders interested to attend the bid opening exercise must send the following information to the above mentioned email address on or before 16.00 pm on 23 February 2017:</p> <p>Participant's Name, Company Name.</p> <p>Please note:</p> <p>Only 01 (one) person from each company will be allowed to participate.</p>
25		Evaluation method to be used in selecting the most responsive Bid	<p>Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and</p> <p>Lowest price offer of technically qualified/responsive Bid</p>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	<p>1. Descriptive literature: Bidders shall provide full technical details of proposed pre-fabricated building offered showing detail and general views of the proposed building, its elements and components. The technical details of proposed proposed pre-fabricated building should not deviate from the specifications stated in the ITB's SOW and the BOQ.</p> <p>2. Valid business license. Interested bidders must have appropriate permission/registration from relevant Government body to operate in Country (copy must be provided with the bid);</p> <p>3. Bid Submission Form duly signed and stamped (Section 4).</p>

			<p>4. Technical Bid Form (Section 6).</p> <p>5. The bid BOQ with value for each component of the works is filled, signed, stamped and provided (Section 7).</p> <p>6. Implementation Timeline in the form of a Gantt Chart, (MS Project or similar) to match the construction period to be provided.</p> <p>Bidder shall provide a work method outlining how the bidder intends to execute the assembly, installation and connection works. Such work method shall outline any pre-requisites to be fulfilled to ensure successful assembly and installation, as well as; a) the equipment, b) human resources and c) time required to complete the required works.</p> <p>7. A minimum of 2 contracts awarded and completed, proving relevant national/international experience in supplying and installing prefabricated structures of similar nature and complexity to the ones encompassed in this ITB (Section 5).</p> <p>At least one of the contracts shall be of an amount above U\$ 100,000.</p> <p>Each Contract shall clearly indicate the type, modality and quantities (surface in m2) of prefabricated modules / structure used, as well as their technicals, contract amount, date, and customer's current contact details for references to be sought.</p> <p>8. Details of any major subcontractor formed to work together with the Bidder in this project; in particular of any logistics & assembly / installation partners and/or technical support local service provider in Kikla, for which a letter specifying the roles and responsibilities agreed to be performed by each the Bidder must be provided.</p> <p>9. Company's structure and core staff details.</p> <p>10. The bidder's project team and organizational structure demonstrates the capacity of the bidder's core team to execute the works to the satisfaction of UNDP. Bidder shall ensure that all essential roles are filled with people of the required experience. CVs shall</p>
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			<p>be submitted to verify the expertise and experience of the bidder's personnel.</p> <p>11. Key assets/equipment list. The Bidder is required to provide the list of equipment in possession of the company, copies of ownership documents proving the belonging of the equipment to the Bidder or a copy of a valid undertaking from the owner(s) of the equipment confirming that their equipment shall be made available for the implementation of these works, if contract is awarded to the Bidder.</p> <p><u>(Refer to evaluation criteria mentioned under 32)</u></p> <p>Failure to provide all the above mentioned information may result in the bid being rejected. Bids that are unclear or leave room for interpretation may be considered non-responsive and hence not be evaluated.</p>
27		Other documents that may be Submitted to Establish Eligibility	As per the evaluation criteria mentioned under 32
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<p>Technical bid should be prepared and documents submitted as per Section 2, Clause 15 (Instruction to Bidders) and as per Section 3a (Schedule of Requirements and Technical Specifications) and Section 3b (Related Services) and data listed under Section 6 Technical Bid Form;</p> <p>Please use the list of documents included into the set of Bid Documentation in order to determine the documents necessary for submission.</p>
29	C.15.2	Latest Expected date for commencement of Contract	April 15, 2017
30	C.15.2	Maximum Expected duration of contract	The successful bidder will be expected to complete the works <u>within 4 (four) months</u> from the award of contract. The bidder's technical approach and work plan therefore must demonstrate the bidder's capacity to plan and programme the works within the above stipulated timeframe and ensure that timelines and proposed methods for the work components are consistent with industry practice.
31		UNDP will award the contract to:	One Bidder only considered technically qualified and offering lowest priced for the complete set of

			requirements
32	F.34	Criteria for Evaluation of Bid	<p>Please refer to section 25 of Data Sheet – “Evaluation method to be used in selecting the most responsive Bid”</p> <p><u>Bid Evaluation Criteria:</u></p> <ol style="list-style-type: none"> 1. Bid Submission Form duly signed and stamped (Compliance with General and Special Conditions specified in this Solicitation Documents) 2. Minimum of 2 contracts awarded and completed, proving relevant national/international experience in supplying and installing prefabricated structures of similar nature and complexity to the ones encompassed in this ITB 3. At least one of the contracts shall be of an amount above USD 100,000.00. 4. Provision of a work method (in the form of a Gantt Chart, (MS Project or similar), outlining how bidder intends to execute the assembly, installation and connection works. Such work method shall outline any pre-requisites to be fulfilled to ensure successful assembly and installation, as well as; a) the equipment, b) human resources and c) time required to complete the required works 5. Qualification of key personnel: <ol style="list-style-type: none"> a. Qualification of the Civil Engineer/Project Manager to directly coordinate with UNDP. (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 and volume). b. Electrician - with a diploma/certificate and minimum of 3 years of experience of work of an equivalent nature. c. Plumber - with a diploma/certificate and minimum of 3 years of experience of work of an equivalent nature. <p><u>(Copies of diploma/certificate of proposed personnel to be provided together with the bid).</u></p> <p>5. Key assets/equipment that the bidder shall</p>

			<p>demonstrate adequate ownership of, or access to:</p> <p>Concrete mixer – 1 unit (and/or proof of agreement with identified supplier)</p> <p>Needle Vibrator - 2 units (and/or proof of agreement with identified supplier)</p> <p>Dump Truck: 1 unit (and/or proof of agreement with identified supplier)</p> <p>Water bowser: 1 unit (and/or proof of agreement with identified supplier)</p> <p>Generator: 10 KVA (and/or proof of agreement with identified supplier)</p>
33	E.29	Post qualification Actions	<p>Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p>Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p>Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;</p> <p>Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;</p>
34		Conditions for Determining Contract Effectivity	<ol style="list-style-type: none"> 1. UNDP's approval of plans, drawings, samples, etc. 2. UNDP's Handover of Site to Contractor 3. Contract signature of the civil works by both UNDP and Contractor;
35		Other Information Related to the ITB	<p>Before issuing contract UNDP and the Contractor shall negotiate the payment milestones and the performance security.</p>

Section 3a: Schedule of Requirements

Objective Services / (Scope of Work)

To perform the proposed services, the Contractor will work in close coordination and consultation with the technical team and UNDP Project Engineer.

The Contractor is required to perform/execute construction and supply and installation of all other requirements according to the Bill of Quantities, and Technical Specifications.

The Contractor shall visit the designated site to become familiar with the condition of the work areas, the vicinity and the free space available for doing the work and storage of materials required for the execution of work. It is the bidders' responsibility to do research about the terrain and geographical conditions of the site before submitting bids.

In general, the Contractor should become familiar with all prevailing conditions and circumstances which may affect the manner in which he will perform the work.

The prices proposed by the Contractor in the bill of quantities after the site visit shall be considered to include all that is required to carry out the work under the local conditions and the foreseeable and unforeseeable expenses which will be required to complete the work.

The Contractor shall implement the Project based on a detailed work plan which shall be approved by the Project Engineer. The contractor is expected to produce/performance works which conforms in quality/quantity and accuracy of detailed specification. The Contractor is to institute a quality control system to ensure adequate monitoring of the works progress at all times.

1.0 General

1.1 The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications, Drawings and Employer's requirements and the Tenderer shall provide against the bill rates or in the prices for the full scope of the work covered by the Contract, no claim or variations shall be considered on account of the Tender's failure to comply with this provision.

1.2 The various documents collectively referred to herein as the Bill of Quantities shall jointly constitute the Bill of Quantities referred to in the Conditions of Contract and these preambles are to be read in conjunction with item descriptions in the Bill of Quantities.

1.3 The Tenderer shall check against the summaries that each copy of the Bill of Quantities is complete in the number of pages and in the reproduction of each page. The Tenderer's unit rates, prices and extensions shall be entered clearly by hand in black ink.

1.4 Unit rates, prices and extensions shall be given in the United state Dollar with cents taken to two decimal places or any other valid currency value taken to two decimal places.

1.5 The Bill of Quantities has generally been measured in accordance with the Principals of Measurement (International) for Works of Construction (June 1979), as published by the Royal

Institution of Chartered Surveyors with amendments made to suit local practice and conditions. The Quantities inserted against items in the Bill of Quantities are estimated quantities for the Works for the purpose of Tender evaluation, and the Tenderer shall be deemed to have checked and verified such quantities in the compilation of his Tender Price prior to the submission of his Tender. Upon the award of the Contract, the priced Bill of Quantities shall be used solely for evaluating interim payments due to the Contractor, and as a schedule of rates for establishing the value of variations.

1.6 The Contractor shall not use the Bill of Quantities for the purpose of ordering materials or arranging;
Subcontractors. References to these activities shall be the Specifications and Drawings and instructions issued by the Engineer.

1.7 All items in the Bill of Quantities shall be deemed to have a monetary value, whether priced or unpriced. In the absence of a unit rate or price against any item, the cost shall be deemed to have been included elsewhere within the Contract Price and the work described to that item shall be executed by the Contractor without any additional payment.

1.8 The descriptions in the Bill of Quantities may be incomplete and the Tenderer is referred to the Drawings, Photographs and Specifications for complete information in respect of all the relevant descriptions, quality, dimensions, capacities, design parameters and the like.

2.0 Format of Descriptions

2.1 In addition to common abbreviations the following have been adopted; POM (I), Principal of Measurement (International) for Works of construction dated June 1979 as published by the royal Institution of Charted Surveyors, London

mm- Millimetre Pr-Pair

M-Linear Meter No-Number

m2- Square Meter Kg-Kilograms m3- Cubic Meter

3.0 Rates

3.1 Rates and Prices shall be all inclusive, comprehensive and include the following:

- a) All obligations imposed by the Contract.
- b) Complying in every respect with the requirements and the considerations of the Specifications and Drawings.
- c) All considerations arising from the definitions incorporated in each Preamble section.
- d) Labour for fixing and all associated costs.
- e) Materials and goods and all associated costs
- f) Fitting and /or fixing materials and goods in any position, hoisting to any height.

- g) Use of Scaffolding, plant, equipment and tools.
- h) Any additional labours usually associated with measured items.
- i) All necessary protection of the Works, removing all casings and temporary covering and making good and clearing away upon completion.
- j) All applicable taxes, duties, charges, government levies, landing charges and transport.
- k) Overheads & profit.

4.0 Measurements

4.1 All measurements are net and the rates shall include for all laps, waste, working space and trade or traditional allowances.

4.2 The pricing of materials shall take account of the following:

- a) Pricing Preambles, Drawings and specifications shall apply reciprocally between the various sections of the Works, unless otherwise described.
- b) Materials shall be of the specified quality unless otherwise described.
- c) All materials shall be transported, handled, stored and fixed in accordance with the printed instruction or recommendations of their manufacturer or suppliers.
- d) Protection of completed work, all casings and temporary coverings and making good and clearing away upon completion.

5.0 Discrepancies

5.1 Any discrepancy arising in terms of these Preambles and the items contained within the Bill of Quantities must be brought to the attention of the Engineer for his clarification prior to the submission of tender.

EARTH WORKS

All quantities for excavation have been measured net with no allowance for increase in bulk or working space.

The Tenderer shall allow in this excavation rates for excavating in any material, including running sand and rock, commencing excavation at any depth, excavating below the normal water table, excavating around existing services and mains, supporting the vertical sides of excavations, working space and filling soft spots.

Rates and Prices to include:

- a) Excavating by whatever means are necessary including hand excavation in any kind of ground, except rock and boulder rock.
- b) Trimming or grading ground to produce level surfaces or surfaces to falls or slopes.
- c) Ramming and compacting sides and bottoms of excavations and supports to sides.

- d) Keeping free from water including any dewatering as necessary.
- e) Any hand excavation required around existing services or the like.

CONCRETE WORK

The rates for all concrete work shall include for the following:

- a) Concrete test cubes and testing costs wherever required.
- b) Mixing, hoisting and placing and compacting on the surfaces of any material or on formwork.
- b) The forming any construction joints, including any required preparation for adjacent pours, together with expansion joints or the like.
- d) Curing and protecting concrete surfaces from harmful weather conditions
- e) All necessary keys to concrete surfaces to receive in-situ finishes.

REINFORCEMENT

The rates for bar reinforcement shall include for the following;

- a) Positioning and protecting starter bars, Straightening (If required) cutting to length and bending reinforcement to required shapes.
- b) Cleaning and wire brushing.
- c) Provision of supports (excluding links and stirrups) steel binding wire and approved/proprietary distance pieces.

The rates for Shuttering or molds as appropriate shall include for the followings;

- a) All cutting and waste including raking curved or circular cutting and notching around pipes, ducting and fittings.
- b) Setting up, strutting and supporting at any height above the structure subject to any limitations imposed by the engineer including all pops, stays struts, wedges and bolts etc.
- c) Carefully coating with shutter oil ensuring that no shutter oil is applied to surfaces of reinforcement.
- d) Rubbing down, filling and making good the surface of concrete after removal of shuttering.

MASONRY

The rates for brick walls shall include the following:

- a) Straight raking curved and circular rough or fair cutting, plumbing at angles, cutting and bonding at angles, openings and intersections, building in to and/or against adjacent work, wedging and pinning up to
- b) All necessary keys for in-situ finishing.
- c) All necessary wall ties, dowels, straps, sleeves. Channels and other like fixings built-in at junctions between brick work and insitu concrete including casting in, drilling, bolting and the like.
- d) All necessary brick work reinforcement at junctions between brick work and walls construction joints or the like and openings.

WOODWORK

The rates for wood work shall include for the following;

- a) All joints in the running length including structural joints.
- b) Cutting and fitting to steelwork, trimming around opening, notching, boring.
- b) Wood work shall be fixed with non-corroding nails and screws and unless otherwise described all plugging and pelling shall be deemed to be included.

FINISHES

The rates for all work-ins this section shall include for the followings:

- a) Straight, racking, curved and circular cuttings or the like and all consequent wastages.
- b) All setting out temporary rules, screeds, templates and supports.
- c) Curing and cleaning off/down upon completion.
- d) All labours and making good around pipes, ducting and fittings and the like

TERMS OF DELIVERY: The rehabilitation works to be executed is to be completed within **120** Calendar Days from the date of issuance of the Notice to Proceed.

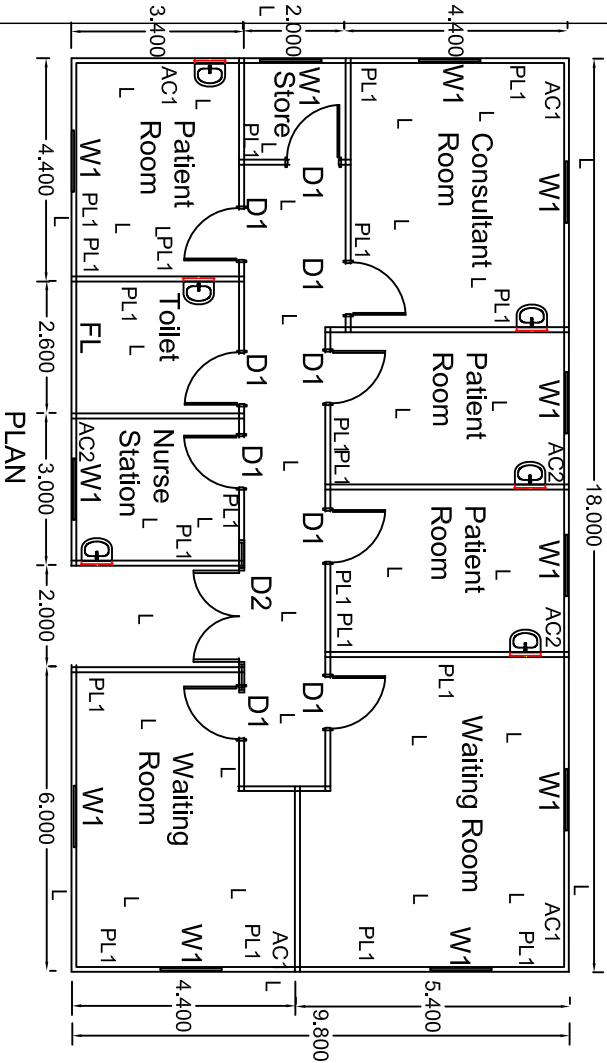
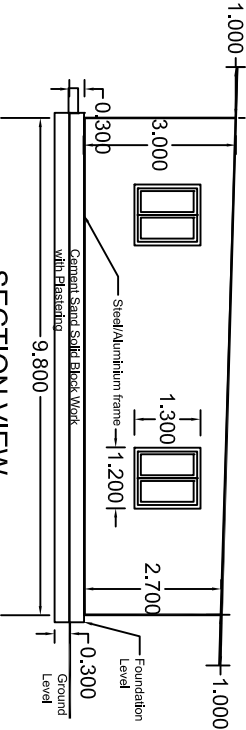
Section 3b: Technical Specifications

This section contains Specifications, Drawings, and other supplementary information that describe the Works to be procured.

(Attached)

Proposed Prefab Health Care Building for Kikla

FRONT VIEW



Work Shedule

D1: 1000x2300 mm single and off white doors with aluminum frame, sandwich panels with all the necessary fittings including door locks, door handle, stopper suitable for prefab building
D2: 1800x2300 mm double and off white doors with aluminum frame, sandwich panels with all the necessary fittings including door locks, door handle, stopper suitable for prefab building
W1: 1200x1300 mm sliding windows with aluminum frame, tinted glass with all the necessary accessories including lock, handle, fastener suitable for prefab building
FL: 500x300 mm sliding fanlight with aluminum frame suitable for prefab building
Structure: Galvanized iron or Aluminum frame suitable for prefab building including all necessary coating
Wall: off white sandwich panels with a steel surface layer and core layer consisting of polyurethane foam
Roof: Green or Blue or Gray Sandwich panels with a steel surface layer and a core layer consisting of polyurethane foam
Flooring: Porcelain or similar quality tile floor with 15 mm thick (1:2) cement mortar with 1" chicken mesh and fixed with appropriate adhesive
L: Minimum two of 900 mm complete fluorescent light set including all necessary fittings suitable for prefab
PL: 5 AMP power plug point with all necessary connection
AC1: 1800 BTU split type AC with one year warranty including all necessary fitting suitable for prefab
AC2: 1200 BTU split type AC with one year warranty including all necessary fitting suitable for prefab
Power Connection: all necessary power connection with suitable insulation including switches, control panel, Main breaker, distribution board and connection to the existing power source

		UNITED NATIONS DEVELOPMENT PROGRAMME		SHEET CONTENT:		SCALE:		REV. No:	
Libya		DRAWING TITLE: Proposed Prefab Health Care Building for Kikla		Plan, Section and Elevation		1:100		000	
		DRAWING Type: General:				DATE: 16th of January 2016			
PROJECT TITLE Stabilisation Facilities for Libya		DESIGN AND DRAWN BY: Emmanuel Rotian Suresh				CONTRACT No:			
		REVIEWED BY: MAHER ALKALOTH				APPROVED FOR IMPLEMENTATION:			
UN								DRAWING No:	
DP								P-1	

Section 4: Bid Submission Form¹

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location

Insert: Date

To: UNDP Libya based at Tunis, Tunisia. Rue du Lac Windermere, Les Berges du Lac, 1053 Tunis, Tunisia

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for Supply and installation of prefabricated building for Kikla Health Center (ITB-01-003/2017) in accordance with your Invitation to Bid dated January 27, 2017. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for *[insert: period of validity as indicated in Data Sheet]*.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form²

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: ITB-01-003/2017

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

² The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)³

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: ITB-01-003/2017

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any): Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

³ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Bid Form

ITB-01-003/2017

Supply and installation of prefabricated building for Kikla Health Center

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

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 specifications.

2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

Item No.	Description/ Specification of Goods	Source/ Manufacturer	Country of Origin	Qty	Quality Certificate/ Export Licenses, etc. (indicate all that applies and if attached)

A supporting document with full details may be annexed to this section

2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

2.3. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6 Implementation Timelines: The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.7. Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.8. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the bid and its implementation.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> <p>_____</p> <p>Signature of the Nominated Team Leader/Member</p>		
<p>_____</p> <p>Date Signed</p>		

Section 7: Price Schedule Form⁴

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

1. All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Annex II, Conditions of Contract, Section, and Clause 18.

2. The rates shall be used for the price analyses and evaluation purposes or any other requirements during the project implementation and shall be fixed and firm for the duration of the contract and any claim for price adjustment will not be entertained. The prices shall be inclusive of all facilities, office running cost, communication, transportation, and company overheadsetc.

3. The price of the items in the schedules (unless otherwise indicated) include: Supply of new and best quality materials approved by the supervisor engineer, manpower, instruments and installation, purchase or hire of machines and equipment used in the execution of the work and transport materials from stored areas and whatever necessary to provide best quality workmanship required for the respective works.

4. No new items shall be added unless otherwise expressly allowed for in the Schedules.

5. Offers are expected to reflect realistic prices. Any gross deviations from the prevailing market prices or unethical manipulations may cause the offeror to be disqualified. 8. UNDP has the right to increase or decrease for any item quantity or minor modifications to the structures for the same unit price in the BOQ or to omit any item / structure considered not necessary without any compensation to the contractor.

6. Any damage resulted from defect in execution by the Contractor on the executed works during the defects liability period (one year after Substantial completion of the work) should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from UNDP

7. The Contractor fails to deliver the services within the time period(s) stipulated by the contract, UNDP shall, without prejudice to its other remedies under the contract, invoke Section 5: Special Conditions, Liquidated Damages.

8. All electrical, sanitary and drinking water net installations should be tested and approved by the supervisor engineer upon completion of the works

Bidders shall price separately each Item in the Bill of Quantities (BOQ) and return the form duly signed with the Bid.

Also attached in Excel Format for ease of completing

⁴ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Item	Description	Qty	Unit	Unit Rate USD	Amount USD
A	<u>Site preparation :</u> Site Clearance Note: The contractor shall provide and maintain temporary sheds for the storage of materials, tools and the use of all persons employed on the Site. Those used for the storage of cement and other perishable materials and the like are to be weatherproofed at all times Clear the construction site, fix a temporary poles at 3 meter interval around the construction area and cover by warning tape in two layer throughout the construction period.	1	LS		
B	<u>Excavation and earth works:</u>				
	Unless other wise stated, Rate shall include for a) back filling with selected excavated material & consolidating. Surface treatment; compaction before filling / b) disposal of surplus soil as directed & keeping all excavations free from water unless other wise measured c) any additional excavation for working space.				
B1	Site leveling, excavation, backfilling and compaction with selected material to the required level all in accordance with the specifications and the Engineer instructions	110	M3		
C	<u>Concrete works</u>				
	Rate shall include for form work depositing, handling, hoisting into position, vibrating, curing etc. and making good after removal of formwork etc. Rate shall include for supplying and laying of gauge 1000 polythene on ground, where concrete is in direct contact with ground, before pouring concrete unless other wise measured separately. Rate shall include for all the form work required for the concrete work				
C1	Supply and cast concrete C25 slab on grade 12cm thick including impeded ground beams below the external walls 20x50 cm and 25X30 cm below the internal walls. The work shall include cost of required steel reinforcement for the slab (one layer 8 mm diameter steel mesh reinforcement 20X20 cm and 4 bars 12 mm diameter at top and bottom of the beams and steel stirrups 8 mm dia. at 20 cm spacing) for the beams; all as per the drawing , specifications and the Engineer instructions. The work shall include the external pathway concrete slab.	220	M2		

C2	Provide 1:2:4 concrete for the steps of the doors	1	M3		
	Total for site preparation works...caried to summary				
D	<u>PREFABRICATED STRUCTURE</u>				
D1	Supply , transport, install and maintained a watertight prefab metal sandwich panels building, complying with the applicable standard in compliance with specification, drawings and the following requirement: Frame structure: Supply and install Galvanized light steel structure similar to "Q345" iron structure/ ASTM A572 Grade 50 or equal frame, as per the drawing to assemble the prefab. The rate shall including for all kind of cutting, joining by welding or bolt and required accessories Wall panels: The external wall shall be off white 100 mm thick steel galvanized sheet Sandwich panel with Heat and Sound insulation high density flame resistance material rigid polyurethane foam in accordance with DIN 4102, and as per the drawing. The height may vary between 2.7 meter to 3 meter as per the drawing. The rate shall be including all the accessories, assembling work and silicon fixing. The surfaces of the internal panel shall be smooth sandwiched panels and shall be of a thickness minimum 60 mm.	180	M2		
D2					
D3	Roof Panel: Blue or green or grey color and 100 mm thick Sandwich panel with sound and heat insulation flame resistance material high density polyurethane in accordance with DIN 4102 The exposed panel surfaces shall be corrugated galvanized sheet panels, and smooth plastic sheet on bottom side. The size may vary as per the roof of the drawing . The rate shall be including all the accessories, assembling work and silicon fixing; all in accordance with the drawings. the specification and the Engineer approvals.				
D4	Flooring: Supply and install ceramic floor tiles 300x300x8 mm first grade Spanish or Italian tiles. The work shall include grouting the tiles with anti bacteria grout; all in accordance with the specifications and the Engineer	180	M2		
D5	Doors D1: 1200mm x 2200mm size off white color paint coated and minimum 1.4 mm profile thickness, minimum 100 mm frame and aluminum frame and minimum 30mm thick PVC sashed single door. The door is with Sound and Heat insulation, air and Water proof, lock, handle, stopper and hinges. Rate shall include all the other accessories and installations	9	No		
F6	Doors D2: 1800mm x 2200mm size Off white color paint coated, minimum 1.4 mm profile thickness, minimum 100 mm aluminum frame and minimum 30mm thick PVC sash Double door. The door is Sound and heat insulation, air and Water proof, lock, handle, stopper and hinges. Rate shall include all the other accessories and installations	1	No		
D7	Windows: Double sliding 1200mmx 1300mm window with coated and minimum 1.4 mm profile thickness, minimum 100 mm aluminum frame width and 5 mm tinted glaze. The rate shall include PVC weather strip, window looks, window handle, all the accessories and labor charges for installation.	10	No		

D8	Fanlight: 300x500 aluminum framed sliding fanlight for bathroom with profile thickness of minimum 1.4mm, frame width of 100 mm and PVC weather strip. Rate shall including for all the accessories required to install and make it for working condition including the handle	1	No		
	Total for the prefab structure.carried to summary				
E	<p><u>Plumber</u></p> <p>Note: 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 or equal</p> <p>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</p> <p>All sanitary fittings & fixtures shall be American Standards/British Standard/European Standard or equivalent approved by engineer</p> <p>Rates for plumbing work shall include for:-</p> <p>Note: Complying with the relevant British/American/European or any other standard as given under the specifications and with the regulations of the Local Authority and or any other relevant authorities.</p> <p>Cutting and waste of pipes etc., and joining pipes.</p> <p>All specials such as elbows, bends, tees, junctions, plugs, reducers and similar pipe fittings except for valves which will be measured separately.</p> <p>Connecting pipes to sanitary fixtures and appliances.</p> <p>Casing to block walls/Sandwich wall etc. and making good all works disturbed.</p> <p>Necessary screws, nails sockets, connection back nuts standard pipe fixing or supporting clips, saddles, brackets, holder bats, straps etc.</p> <p>Connecting of different types of pipes.</p> <p>Testing and disinfection after completion.</p> <p>Excavation, backfilling, disposal of surplus soil for items which were specifically mentioned.</p> <p>Rates for sanitary fittings shall include for:-</p> <p>Fittings such as taps, waste water outlet, internal overflows etc. and supporting brackets, incidental materials for fixing, unless otherwise measured</p> <p>Assembling, jointing together fixing components parts, and jointing to pipes including necessary coupling and for leaving perfectly clean and in perfect working order on</p> <p>Jointing and connecting of pipes to sanitary fittings.</p> <p>Testing and commissioning of the installation.</p> <p>Making good of the work disturbed.</p> <p>Submitting samples for the approval of the Engineer.</p> <p>Protecting the works.</p> <p>Rates for drainage work shall include for :-</p> <p>Laying of pipes to falls.</p> <p>Excavation, backfilling, disposal of surplus soil</p> <p>All pipe specials such as bends, junctions, elbows, tees etc.</p> <p>Connection to sides of manholes etc.</p> <p>Providing sleeves etc., when pipes pass through walls, foundations etc.</p>				

	Giving notices, obtaining permits, paying fees, fixing, testing and commissioning etc. Cold Water Installation : Type 1000uPVC pipe with all necessary specials laid in water distribution system fixed to sandwich walls / floor or clipped to any location where necessary.				
E1	20mm diameter.	20	M		
E2	25mm diameter.	40	M		
E3	32mm diameter.	30	M		
	All taps and valves should be brass and ISO standard or approved equivalent, finish to be chrome plated or as per detail and as approved by the Engineer. Rate to include for joints to pipe work.				
E4	20mm diameter Bib Tap	1	No		
E5	20mm diameter isolation valve.	6	No		
E6	25mm diameter gate valve.	2	No		
E7	32mm diameter gate valve.	1	No		
	Waste and Sewage Disposal				
E8	Type 600 uPVC pipe with all necessary specials laid for internal and external waste and sewage Disposal system buried in brick walls / floor, clipped to any location or laid through ground soil where necessary. 50mm diameter pipe. Rate shall include for all bents, connector, fitting, excavation, refilling and making to the acceptable quality and labor charge.	20	M		
E9	110mm diameter Pipe. Rate shall include for all bents, connector, fitting, excavation, refilling to the acceptable quality and labor charge to connect to the existing sewage system	50	M		
E10	Supplying and fixing of uPVC trapped floor clean out including PVC grating.	1	No		
E11	Supplying and fixing of uPVC trapped washbasin clean out including PVC grating.	6	No		
E12	Supplying & fixing of ceramic European W.C suit with 'S' or 'P' trap outlet approved color, complete with and fittings , drop pipe, flexible connections and necessary water connection etc.	1	No		
E13	Supplying & fixing of Wash hand basins with 'S' or 'P' trap outlet approved color, complete with and fittings , drop pipe, flexible connections and necessary water connection etc.	6	No		
E14	Valve chamber for cold water supply connection size 440x440mm internally with invert depth not exceeding 800mm including excavation and back filling, 150mm thick RCC grade 30 foundation including necessary reinforcement 100mm thick RCC walls, base, mass concrete filling with neat cement grout, and RCC covers with lifting arrangement. Inlet and outlet connections to complete the valve pit in order.	1	No		
E15	Gully trap 300 x300 complete with Gulley piece concrete surround and grating and 300 x 300 cast iron cover	1	No		

E16	600 x 600mm Manhole 100mm deep(max) invert consisting of 150mm thick concrete block wall, benched and channeled in concrete Class "Q' and rendered and troweled smooth in 20mm thick water proofed cement/sand screed including excavation and medium duty approved cast iron cover and frame	1	No		
	Total for Plumbing works ..carried to summary				
F	<u>Electrical and Air-conditioning works:</u>				
	Rates in Bill of Quantities shall include all necessary switches materials Cables, conduits, PVC sunk box, Junction box, bulbs, clips switches etc.) and labor required to complete the electrical installation to good working order. All costs associated with provision of all holes, openings, chases, ducts and other builders' work required for installation and make them good, shall be included in the Testing and commissioning of the electrical installation is to be carried out by the contractor and Cost of such testing and reports to be included in the rates unless otherwise mention All types of fittings, materials, painting and finishes shall be approved by the Engineer prior to installation.				
F1	Switch Gear: Supply and installation of switch gear cubicle made out of (2mm thickness) sheet steel enclosure (IP54) powder coated to the approval of the engineer.	1	Item		
F2	Control panel for 63A, 3 Phase Main Breaker	1	Item		
F3	Power Distribution Board:100A or better TPN Distribution board suitable for the particular power distribution approved by engineer	1	Item		
F4	Air-condition (AC1): four of 18000 BTU split type Air conditioner The rate shall include all accessories, wiring, switch, wiring and fixing to the working condition with one-year warranty for the equipment.	4	Nos		
F5	Air-condition (AC2): four of 12000 BTU split type Air conditioner The rate shall include all accessories, wiring, switch, wiring and fixing to the working condition with one-year warranty for the equipment.	4	Nos		
F6	Supply and install fluorescent lighting fixture 2 number of 40 watt with plastic cover, including 120 cm day light lamps, 3 X 1.5 mm2 wires, conduits, chock coils, starters, capacitors, clamps, bolts, , switches and all needed accessories.	32	Nos		
F7	Supply and installation of All-weather exterior light, 100 watt (Philips or equivalent) Lamp suitable for indoor use including all other necessary accessories like terminal block etc. (accessories and fittings are similar to thorn / Philips)	5	Nos		
F8	Supply & installation of universal 13A fused shuttered switched socket outlet to comply with relevant BS or similar standard (Clipsal, Orange, Crabtree/ Tenby/ABB or equivalent). Wiring (including supply of earth wire & all other material required) of above socket outlet	30	Nos		

Construction of Kikla prefab Health Center

F9	Supply and installation of approved type earthing system as approved by the engineer in order to keep the earth resistance below 10 ohms. The earth bar at the main distribution board should connect to the earth electrode with a 16mm ² PVC/CU cables	1	Item		
F10	Sub Circuit in 10mm ² 2/C PVC/SWA/PVC copper armored cables in 50mm diameter HG PVC conduit from nearest Feeder Pillar to Consumer Unit (contractor have to measure the actual distance from constrainers and feeder pillar). The payment will be for the actual length of cable.	50	LM		
F11	Any other material or workmanship require to complete the electrical wiring system to make it to functional level, testing and commissioning	1	Item		
	Total for Electrical and Air Conditioning works..carried to summary				

Summary

		Total amount \$
1	Total for site preparation works	
2	Total for prefab structure works	
3	Total for plumbing works	
4	Total for electrical and Air Conditioning works	
	Total..	

Total in Words USD.....

Name of the Contractor:.....

Stamp and signature of the Contractor:.....

Date.....

Section 8: Form for Advanced Payment Guarantee

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

_____ [Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: _____ [Name and Address of UNDP]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Company] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of ITB requirements] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])⁵ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the __ day of _____, 2__, 20__ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

⁵ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

Section 9: Model Contract to be signed

Attached

Section 10: GENERAL TERMS AND CONDITIONS FOR WORKS

Attached