

## **INVITATION TO BID**

# WATER DISTRIBUTION NETWORKS BASED ON 6 BOREHOLES IN THE GAMBIA

ITB No.: 2020/UNDP/GAM/PACD/011

Project: Programme for Accelerated Community Development (PACD)

Country: GAMBIA

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## Section 1. Letter of Invitation

Date: December 7, 2020

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

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

Section 1: This Letter of Invitation Section 2: Instruction to Bidders Section 3: Bid Data Sheet (BDS) Section 4: Evaluation Criteria

Section 5: Schedule of Requirements and Technical Specifications

Section 6: Returnable Bidding Forms

- o Form A: Bid Submission Form
- o Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- o Form D: Qualification Form
- o Form E: Format of Technical Bid
- o Form F: Price Schedule

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

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

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

Issued by	Approved by:
Name: Thomas Mugabiyimana	Name: Aissata De
Title: Team Leader	Title: Resident Representative

Date: December 7, 2020

## Section 2. Instruction to Bidders

#### **GENERAL PROVISIONS** Bidders shall adhere to all the requirements of this ITB, including any 1. Introduction 1.1 amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts Procurement which can be https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d Any Bid submitted will be regarded as an offer by the Bidder and does not 1.2 constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB. UNDP reserves the right to cancel the procurement process at any stage without 1.3 any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website. 1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature. 2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, 2. Fraud & Corruption, including fraud, corruption, collusion, unethical or unprofessional practices, and Gifts and obstruction of UNDP vendors and requires all bidders/vendors observe the Hospitality highest standard of ethics during the procurement process and contract Anti-Fraud can implementation. UNDP's Policy be found http://www.undp.org/content/undp/en/home/operations/accountability/audit/offic e of audit andinvestigation.html#anti 2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. 2.3 In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. 2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct\_english.pdf 3.1 A vendor should not be suspended, debarred, or otherwise identified as 3. Eligibility ineligible by any UN Organization or the World Bank Group or any other

- international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
- 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

#### 4. Conflict of Interests

- 4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation,

- and other documents to be used for the procurement of the goods and services in this selection process;
- b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or
- Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
- 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.
- 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:
  - a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB;
     and
  - b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.

4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.

## **B. PREPARATION OF BIDS**

## 5. General Considerations

- 5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
- 5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.
- 6. Cost of Preparation of Bid
- 6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
- 7. Language
- 7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
- 8. Documents
  Comprising the Bid
- 8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:
  - Documents Establishing the Eligibility and Qualifications of the Bidder;
  - b) Technical Bid;
  - c) Price Schedule;
  - d) Bid Security, if required by BDS;
  - e) Any attachments and/or appendices to the Bid.
- 9. Documents
  Establishing the
  Eligibility and
  Qualifications of
  the Bidder
- 9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
- 10. Technical Bid Format and Content
- 10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
- 10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense

	to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
10	.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
10	When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11. Price Schedule	1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
11	2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12. Bid Security 12	A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
12	2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.
12	.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.
12	.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.
12	5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:
	<ul> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ol> <li>to sign the Contract after UNDP has issued an award; or</li> <li>to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ol> </li> </ul>
<b>13. Currencies</b> 13	1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:
	<ul> <li>UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and</li> </ul>
	b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
14	.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.

		shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.
	14.4	The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
	14.5	A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
		<ul> <li>Those that were undertaken together by the JV, Consortium or Association; and</li> </ul>
		b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
	14.6	Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
	14.7	JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Bid	15.1	The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	15.2	<ul> <li>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</li> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;</li> <li>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li> </ul>
16. Bid Validity Period	16.1	Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.
	16.2	During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Bid Validity Period	17.1	In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.
	17.2	If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	17.3	The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
18. Clarification of Bid (from the Bidders)	18.1	Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no

	obligation to respond or confirm that the query was officially received.
	18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Bids	19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.
	20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.
c. SUBMISSION	AND OPENING OF BIDS
22. Submission	22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.
	The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
	22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
	a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.
	<ul> <li>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: <ol> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> </li> </ul>

		If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.
Email and eTendering	22.5	Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:
submissions		<ul> <li>Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> </ul>
		b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.
	22.6	Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a>
23. Deadline for Submission of Bids and Late Bids	23.1	Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP
una Luce Dias	23.2	UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.
24. Withdrawal, Substitution, and	24.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification of Bids	24.2	Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	24.3	eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.
	24.4	Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	25.1 25.2	UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.  The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.
	25.3	In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION	OF	BIDS
26. Confidentiality	26.1	Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
	26.2	Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award

	decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Bids	<ul> <li>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</li> <li>27.2 Evaluation of Bids shall be undertaken in the following steps: <ul> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> </ul> </li> <li>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</li> </ul>
28. Preliminary Examination	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
29. Evaluation of Eligibility and Qualification	<ul> <li>Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</li> <li>In general terms, vendors that meet the following criteria may be considered qualified: <ul> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul> </li> </ul>
30. Evaluation of Technical Bid and prices	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
31. Due diligence	<ul> <li>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</li> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>

32. Clarification of Bids	32.1	
		its discretion, request any Bidder for a clarification of its Bid.
	32.2	UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.
	32.3	Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.
33. Responsiveness of Bid	33.1	UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.
	33.2	If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34. Nonconformities, Reparable Errors and Omissions	34.1	Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.
	34.2	UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	34.3	For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:
		a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;
		b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
		c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
	34.4	If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.
E. AWARD OF	CON	TRACT
35. Right to Accept, Reject, Any or All Bids	35.1	UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1	Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
37. Debriefing	37.1	In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of

	other I	Bids and how they compare to the Bidder's submission shall not be sed.
38. Right to Vary Requirements at the Time of Award	goods	ime of award of Contract, UNDP reserves the right to vary the quantity of and/or services, by up to a maximum twenty-five per cent (25%) of the fer, without any change in the unit price or other terms and conditions.
39. Contract Signature	Bidder may co of the I	fifteen (15) days from the date of receipt of the Contract, the successful shall sign and date the Contract and return it to UNDP. Failure to do so institute sufficient grounds for the annulment of the award, and forfeiture Bid Security, if any, and on which event, UNDP may award the Contract Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	Terms	pes of Contract to be signed and the applicable UNDP Contract General and Conditions, as specified in BDS, can be accessed at <a href="https://www.undp.org/content/undp/en/home/procurement/business/how-we-nl">www.undp.org/content/undp/en/home/procurement/business/how-we-nl</a>
41. Performance Security	specific https:// https:// DOCI %20Fc contract the rec	ormance security, if required in the BDS, shall be provided in the amount and in BDS and form available at popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP JMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee rm.docx&action=default within a maximum of fifteen (15) days of the act signature by both parties. Where a performance security is required, ceipt of the performance security by UNDP shall be a condition for ng the contract effective.
42. Bank Guarantee for Advanced Payment	not ma outputs of the submit availab https://	popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP JMENT LIBRARY/Public/PSU Contract%20Management%20Payment d%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&act
43. Liquidated Damages	and/or	fied in the BDS, UNDP shall apply Liquidated Damages for the damages risks caused to UNDP resulting from the Contractor's delays or breach of gations as per Contract.
44. Payment Provisions	service receipt by the	nt will be made only upon UNDP's acceptance of the goods and/or s performed. The terms of payment shall be within thirty (30) days, after of invoice and certification of acceptance of goods and/or services issued proper authority in UNDP with direct supervision of the Contractor. nt will be effected by bank transfer in the currency of the contract.
45. Vendor Protest	person proces followin proced http://w	s vendor protest procedure provides an opportunity for appeal to those s or firms not awarded a contract through a competitive procurement s. In the event that a Bidder believes that it was not treated fairly, the ng link provides further details regarding UNDP vendor protest ures:  www.undp.org/content/undp/en/home/procurement/business/protest-and-ns.html
46. Other Provisions	General States the said preced 46.2 UNDP	event that the Bidder offers a lower price to the host Government (e.g. al Services Administration (GSA) of the federal government of the United of America) for similar goods and/or services, UNDP shall be entitled to me lower price. The UNDP General Terms and Conditions shall have ence.  is entitled to receive the same pricing offered by the same Contractor in the state of the United Nations and/or its Agencies. The UNDP General Terms
	and Co 46.3 The Ur	inditions shall have precedence.  bited Nations has established restrictions on employment of (former) UN ho have been involved in the procurement process as per bulletin

ST/SGB/2006/15
http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&refer
<u>er</u>

## Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub- parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will be Conducted Time: 2:30 pm GMT Date: December 10, 2020 2:30 PM Venue: Virtual via video conference through this link: Topic: Pre-bid conference, ITB no 2020/UNDP/GAM/PACD/011 - Water distribution networks in The Gambia Time: Dec 10, 2020 02:30 PM Africa/Banjul  Join Zoom Meeting <a href="https://undp.zoom.us/j/84825243911?pwd=dDNCZDN5djREenU2R0ZKNDBzMWtBQT09">https://undp.zoom.us/j/84825243911?pwd=dDNCZDN5djREenU2R0ZKNDBzMWtBQT09</a> Meeting ID: 848 2524 3911 Passcode: 299037  The UNDP focal point for the arrangement is: Thomas Mugabiyimana Telephone: 335 39 00 E-mail: <a href="mailto:thomas.mugabiyimana@undp.org">thomas.mugabiyimana@undp.org</a>
5	16	Bid Validity Period	90 days
6	13	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Allowed up to a maximum of 15 % of contract value
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.5% Max. number of days of delay 15, after which UNDP may terminate the contract.

9	40	Performance Security	Required in the amount of 5% of the contractual amount
10	12	Currency of Bid	Local currency :GMD
11	31	Deadline for submitting requests for clarifications/ questions	Four (4) days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Thomas Mugabiyimana Address: 5 Koffi Annan, Bakau E-mail address: thomas.mugabiyimana@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email and Posting on the website procurement.notices.undp.org
14	23	Deadline for Submission	December 16 <sup>th</sup> , 2020 at 11:59 pm New York time
14	22	Allowable Manner of Submitting Bids	<ul> <li>□ Courier/Hand Delivery</li> <li>□ Submission by email (preferably through e-tendering)</li> <li>☑ e-Tendering</li> </ul>
15	22	Bid Submission Address	e-tendering (please sign up as indicated and upload your bid documents)
16	22	Electronic submission (email or eTendering) requirements	<ul> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Max. File Size per transmission: 2 MB</li> <li>Mandatory subject of email: ITB no 2020/UNDP/GAM/PACD/011, Water supply networks around 6 boreholes.</li> <li>Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: UNDP Gambia 5 Kofi Annan Street, Cape Point, Bakau, P.O Box 553 Banjul, Gambia</li> </ul>
17	25	Date, time and venue for the opening of bid	Date and Time: December 17, 2020 9:00 AM (Banjul time) Venue: UNDP, UN House, 5 Kofi Annan, Bakau (Electronically)
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	December 23, 2020
20		Maximum expected duration of contract	120 days

21	35	UNDP will award the contract to:	One Proposer Only  Lowest Technically responsive bid
22	39	Type of Contract	Contract for Civil Works <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/busine ss/how-we-buy.html
24		Other Information Related to the ITB	Water supply networks will be constructed to serve communities around 6 boreholes and their linked water tanks.

## Section 4. Evaluation Criteria

#### **Preliminary Examination Criteria**

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

- Appropriate signatures
- Power of Attorney
- · Minimum Bid documents provided
- Bid Validity
- · Bid Security (if required) submitted as per ITB requirements with compliant validity period

## **Minimum Eligibility and Qualification Criteria**

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
<ul> <li>Certificates and Licenses</li> <li>Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> <li>Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>Export/Import Licenses, if applicable</li> </ul>		Form B: Bidder Information Form
QUALIFICATION		
History of Non- Performing Contracts <sup>1</sup>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous	Minimum 5 years of relevant experience.	Form D: Qualification

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

Experience		Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 5 years.	Form D: Qualification Form
	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
Financial Standing	Minimum average annual turnover of USD 200,000.00 for the last 5 years.	Form D: Qualification Form
	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.	Form D: Qualification Form
	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.	Form F: Price Schedule Form
	Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)  Comparison with budget/internal estimates.	

# Section 5a: Schedule of Requirements and Technical Specifications/Bill of Ouantities

ITB Scope of the Works (SoW) and Work Schedules

## **GENERAL INFORMATION**

Works Description: Construction of Water Distribution Networks in six (6) locations in The

Gambia

**Project/Program Title:** Project for Accelerated Community Development (PACD) – Rural Water Supply

**Design Review Unique ID:** 

**Workstation:** All Regions of The Gambia

**Type of the Contract:** 

**Construction Duration:** 4 months **Expected Start Date:** December 2020

## I. PROJECT BACKGROUND

The Project for Accelerated Community Development (PACD) is being implemented by the United Nations Development Project (UNDP) in partnership with the Government of The Gambia (GoTG) with funding by GoTG, UNDP and other stakeholders. The Project is being implemented in coordination with the Department of Water REsources of The Gambia.

This Project is for the provision of safe drinking water to the rural poor in The Gambia. It will be a continuation of previous endeavors in the rural water supply sector funded by the Government of The Gambia and its Development Partners since the 1980's. These interventions have initially largely been in the form of hand dug wells equipped with hand pumps. However, with the advent of solar water pumping technology in the 1990's, solar powered piped water supply systems became the systems of choice applied for medium and large rural communities in the country.

## II. GENERAL DESCRIPTION OF THE WORKS

The project is in one component, which involves:

- i. Supply of UPVC pipes and fittings;
- ii. Excavation of trenches, laying of pipes, installation of fittings and backfilling of trenches
- iii. Construction of Reinforced Concrete tap stands;
- iv. Disinfection and testing of systems

## III. SPECIFICATIONS

# **Technical Specifications for the Construction of Water Distribution Networks in six (6) locations in The Gambia**

#### 1.0 Locations

Item	Name	District	Region
1	Kerr Jain, Kerr Njugari and Kerr Wally	Jokadu	NBR
2	Yallal Ba and Numu Kunda	Sabach	NBR

		Sanjal	
	Bambally	Sabach	NBR
3	•	Sanjal	
4	Kass Wollof and Fula	Niani	CRR
5	Pallol Wollof and Fula	Niani	CRR
6	Sandi Kunda	Jimara	URR

## 1.1 SCOPE OF WORK

#### 1.1.1 General

The work in this division of the specifications comprises the provisions of all labour, supervision, materials, equipment, accessories, services, tests and maintenance necessary for complete water supply system, as set on the design drawings and also as set forth in this specifications, delivered to the owner in perfect operating condition.

The included tasks shall be as set forth in the following paragraphs:

- Water supply network (piping –fittings – accessories .....).

## 1.2.2 Related Civil Work

Civil works under this division shall include all civil works related to the water supply system, such as reinforced concrete for tap stands, cutting through roads and slabs for the passage of pipes, pipe sleeves, re-patching, excavating and backfilling.

1.2.3 Where items or equipment are specified in the singular it shall not be construed as limiting the quantity to one, the Contractor shall furnish and install the required quantity or that item indicated on the drawings.

Whenever the word provide is used it shall mean furnish and install complete and ready for use.

Equipment capacities and performance requirements shall be as listed in the schedule of equipment.

- 1.2.4 The Contractor shall perform all cutting, fitting, drilling and other operations required to accommodate other trades works, and shall protect all pipe work during subsequent operations, make good any defect, clear away upon completion. Clean throughout and leave all work in suitable condition to the satisfaction of the Engineer.
- 1.2.5 All accessories of other items essential to the completeness of works, though not specially shown on the drawings or specified shall be also provided under this section.

All pipe work and equipment shall be installed by only skilled workmen experienced in this field.

1.2.6 The Contractor must be sure that he can obtain the required equipment and pipes as indicated in every item. Any apology will not be accepted from him during the work. The

Client reserves the right to purchase and/or execute on the expense of the Contract conditions and specifications in due whatever prices may be

#### 1.2.7 Document's Submittals

### 1.2.7.1 Documents and Drawings to be presented by the Successful Contractor:

Detailed lists of equipment and devices, construction work materials and subcontractors.

Lists of the drawings to be submitted and their schedule.

Documents describing equipment operation.

The necessary samples for piping and fittings, and all accessories for the approval before supplying & installation.

Material lists (indicating type, model number, size and usage)

Test records of pipes.

Monthly progress reports.

## 1.2.8.1 Documents to be presented after Completion of Construction:

- Final drawings (outline drawings and elementary diagrams, etc)
- Final descriptions of operation and control units.
- As built drawings for installation work.
- Records of tests and adjustments.
- Details of the delivered articles (including those of spare parts).
- Original technical catalogues of all materials
- Operation & maintenance manuals.

#### 2. PIPING AND MATERIALS

#### 2.1GENERAL

## 2.1.1 Description

This section covers the furnishing and installation and testing of water supply network includes pipes and fittings.

#### 2.1.2 Submittal

The Contractor shall submit the following items to the Engineer for review before commencing work:

- 2.1.2.1 Certificate of compliance stating that the material used in the construction of pipes and fittings conform to all requirements of this specification.
- 2.1.2.2 Certified copies of manufacturer's certificates of testing of U.P.V.C. pipes including test data to show that all tests specified have been performed and all requirements have been met.
- 2.1.2.3 Catalogue data for all piping accessories, pipes and fittings showing all dimensions, cross-sections, illustrations and schedule of parts to facilitate assembly and disassembly.
- 2.1.2.4 Samples of materials as required by the Owner.
- 2.1.2.5 Joint detail drawings and joint assembly procedures.
- 2.1.2.6 Temperature-pressure ratings of pipes, fittings and piping accessories.
- 2.1.2.7 Manufacturers recommendation for transporting, handling, loading, unloading, stock piling and storage of materials.
- 2.1.2.8 A description of the external corrosion protection coating or wrapping materials being provided for the buried pipe work. The submittal shall include manufacturer's information sheets covering cleaning, priming and coating procedures for shop application of the pipe coatings and field application of the joint wraps and polyethylene sleeving.
- 2.1.2.9 Procedures for unloading, storing, retrieving, including protection from ultra-violet radiation of pipes and fittings as necessary.
- 2.1.2.10 Catalogue cuts, dimensions, materials and manufacturer's installation instructions of mechanical pipe couplings.
- 2.1.2.11 Manufacturer's Quality Control and Quality Assurance Program related to the production, testing, crating, storage, loading, shipping and job site unloading of piping.

#### 2.1.3 Product Handling

All pipe products, fittings and piping accessories shall be delivered in manufacturer's original, protective packaging.

All products, fittings and piping accessories shall be inspected at time of delivery for damage and for compliance with specifications.

Any products, that are damaged or found not to be in accordance with the Specifications shall be immediately repaired or replaced.

All products shall be handled and stored as recommended by the manufacturer to prevent damage and deterioration.

The Contractor shall supply handling equipment such as lifting beams, reinforced canvas slings, protective padding, struts, cradles, etc., required to install products without damaging hardware or linings and coatings.

The Contractor shall unload all products singly from trucks or lorries. Unless cranes are used, pipes shall be unloaded by means of skids and check ropes and no pipe shall be dropped or be allowed to roll.

Each pipe unit shall be site stored, stacked and handled into its position in the trench only in such manner, and by such means, that affords total protection for it from damage of any kind. Site stacking of pipe work shall not be deformed or damaged in any way through storage or retrieval. The manufacturer's recommendations shall be taken as the minimum requirement. All site storage areas for U.P.V.C. shall be shaded.

The Contractor shall observe and implement as part of his field procedures the following requirements for U.P.V.C. piping:

- 2.1.3.1 U.P.V.C. pipes shall be stacked on a reasonably flat surface free from sharp projections, stones or other protuberances likely to deform them. It may be necessary to level the ground at the storage point by means of a bulldozer or vehicle fitted with a scraper blade in order that pipes may be uniformly supported throughout their length.
- 2.1.3.2 Side supports in the form of wooden posts, not less than 75 mm wide, shall be provided at not more than 1500 mm intervals along the pipe length. Stack widths shall not exceed 3000 mm.
- 2.1.3.3 When socketed pipes are stacked, the sockets shall be placed at alternate ends of the stack with the sockets protruding so that pipes are evenly supported along their entire length.
- 2.1.3.4 Height of pipe stacks shall not exceed four (4) layers of pipe or one (1) meter whichever is less.
- 2.1.3.5 Pipes of different sizes or wall thickness shall be stored separately, or where this is not possible, those with larger diameters and thicker walls shall be at the bottom.

- 2.1.3.6 No pipes shall be exposed to the direct sunlight for more than two (2) weeks during storage, transportation, handling and/or installation. The pipes shall be stored under a protective tarpaulin cover, which shall not leave any pipe surface or pipe ends exposed. The cover shall be arranged to allow air circulation within its volume of confinement by fixing tarpaulin to wooden support posts.
- 2.1.3.7 Fittings shall be stored under shade conditions preferably in boxes or sacks which allow a free passage of air.
- 2.1.3.8 When loading, unloading or retrieving pipes from storage, they shall be handled carefully so as not to score, impact crack, abrasion damage, gauge or cut, or other damage prior to installation. Pipes shall not be dropped but shall be lowered into trenches. Bell joints shall not be stressed and level ends shall not be damaged. Pipes shall be lowered from trucks, not dropped.
- 2.1.3.9 U.P.V.C. pipes shall be transported to the job site in a special pile rack type containerized units to facilitate loading, unloading, on site storage, retrieval and protection of piping from sunlight and ultraviolet (UV) radiation.

When repairing already installed U.P.V.C. piping systems, pipes shall not be exposed to the sun, but shall be covered against solar radiation exposure.

Full consideration shall be given to safety aspects when locating, planning and constructing stacking areas and whilst stacking pipes.

Consideration should be given to any visible deterioration in U.P.V.C. piping. If any signs of discoloration are seen the pipe should be rejected due to harmful effects of exposure to ultra violet.

## **2.1.4 Quality Control**

The Contractor shall be responsible for the quality of all work and material to be used in the Work and shall propose a program for inspection and testing, to achieve the specified quality. Quality Control Program shall include U.P.V.C. pipe manufacturing, packaging, factory storage, retrieval, loading and transportation to job site.

The Contractor shall maintain a qualified representative on-site during all operations.

#### 2.2 Products

## **2.2.1 General**

All pipes shall be of the pressure class and diameters as given on the Bill of Quantities sheet or indicated in the Specifications.

## **2.2.2 Pipes**

All materials shall be suitable for application in the environmental conditions at the Work Site and for use with a water temperature of more than 45  $^{\circ}$ C. Exterior wrappings shall be shop applied. The pipe shall be cleaned, primed and wrapped as per the manufacturer's recommendations. Wrap shall be heavy duty, self-adhesive U.P.V.C. or polyethylene backed carrier strips and applied to a minimum thickness of 1.78 mm. Cutbacks of the wrapping shall be wide enough to clear pipe joint fittings by 125  $\pm$  25 mm. The spigot end of pipe joints shall not be coated.

An alternative to the above shop wrapping shall be a hot applied polyethylene outer wrap over a rubber adhesive. The outer polyethylene coating shall be a continuous film applied by an extrusion process or by fusion of the outer wrap layers. Cleaning, priming and application shall be as per the manufacturer's recommendations.

The field joints shall be wrapped after each pipe joint is completed. Compatible filler tapes and/or molding mastic putty shall be used to build up smooth contours prior to application of the field joint wrap. Field wrap materials shall be compatible with the shop applied wrap and should include heat shrinkable sleeves. Cleaning, priming, and wrapping shall be in accordance with the manufacturer's recommendations.

## 2.2.2.1 Unplasticized plastic polyvinyl chloride (U.P.V.C.) pipes:

U.P.V.C. pipes shall conform to BSS 4664 & BSS 5481 and and shall be handled and stored as specified according to the paragraph of (Product Handling).

pipes for mains and submains diameters 100 mm shall be unplasticized polyvinyl chloride (U.P.V.C.) and shall be of pressure PN 6, suitable for testing pressure of 6 Bars.

For diameters 100 mm, fittings shall be U.P.V.C. conforming to AWWA C907, suitable for testing pressure of 6 Bars and shall be tested in accordance with the requirement of AWWA C907.

## 2.2.3 Fittings

#### 2.2.3.1 General

Fittings shall include elbows, tees, reducers, general adapters, adapters that may be required to accommodate different international standards for piping, and piping accessories as required and shown on the drawings.

All fittings shall be of the same class and not less than the pipe work with which they are to be used.

## 2.2.3.2 Fittings for U.P.V.C. pipes

U.P.V.C. piping systems fittings shall be of U.P.V.C. and shall be compatible with the pressure ratings of adjacent piping.

U.P.V.C. fittings do not require lining or coating systems.

#### 2.3 Execution

## 2.3.1 Inspection

The Contractor shall inspect all products for damage immediately before installation. Any products that are damaged or not in accordance with the specifications shall immediately be removed from the site and replaced.

## 2.3.2 Trenching, Bedding, Backfilling and Compacting

Trenches shall be made as narrow as practicable or to the minimum widths specified (500mm) and Minimumdepth of 1000 mm but shall nevertheless provide sufficient room for the laying, jointing and testing of pipe work and utilities. The bottom of the excavation shall be kept dry and free from water at all times. In no case shall the earth be scraped or dug by machinery near to the bottom of the bedding formation level so as to result in the disturbance of the material below. Material at the bedding level shall be carefully removed by using hand tools just prior to the placing of the pipe. If the bottom of the trench is excavated beyond the limits indicated on the Contract Drawings or Specifications in order to remove rock or other unsuitable material, the resulting void shall be backfilled with a suitable fill material and compacted to at least 95% density in accordance with ASTM D 1557 or ASTM D 2049 as applicable

## 2.3.3 Pipe Work Installation

#### 2.3.3.1 General

Coating cutbacks shall be prepared and the joint area cleaned and primed before the joint wrap is applied.

All pipes, fittings and other materials shall be carefully lowered into the trench.

Every precaution shall be taken to prevent any strange material from entering the pipe while it is being placed. If the pipe cannot be placed into the trench without getting earth into it, a heavy, tightly woven canvas bag of suitable size shall be placed over each end and left there until the connection is to be made to the adjacent pipe or fittings. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.

Bell and spigot pipe shall be laid with the bell end pointing in the direction of laying.

The full length of each section of pipe and fittings shall rest solidly on the pipe bed with recesses excavated to accommodate bells, joints and couplings. Anchors and supports shall be provided where necessary and where indicated on the drawings. Proper provision shall be made for expansion and contraction of pipelines.

Open ends of pipe at the end of each day's work, shall be closed temporarily with wood blocks or bulkheads. Pipe shall not be laid when the conditions of trench or weather are unsuitable.

Wherever jointing is specified with cement mortar, six or more lengths of pipe shall be in place ahead of each joint before such joint is finished.

The cutting of pipe for inserting fittings, or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or lining and so as to leave a smooth end at right angles to the longitudinal axis of the pipe. When machine cutting is not available for cutting pipe 500 mm in diameter or larger, the electric-arc cutting method shall be permitted. Only qualified and experienced workmen shall execute this work. Flame cutting of pipe by means of an oxyacetylene torch shall not be allowed.

All pipe work shall be installed in accordance with the manufacturer's instructions and these specifications.

## 2.3.3.2 Jointing of mechanical joint pipe

When joining a mechanical joint pipe, the last 200 mm of the spigot and inside of the bell shall be thoroughly cleaned to remove oil, grit, excess coating and other foreign matter from the joint and then painted with a soap solution made by dissolving one half cup of granulated soap in four (4) liters of water. The gland shall then be slipped on the spigot end of the pipe with the lip extension of the gland toward the socket or bell end. The rubber gasket shall also be painted with the soap solution and placed on the spigot end with the thick edge toward the gland.

The entire section of the pipe shall be pushed forward to set the spigot end in the bell. The gasket shall then be exercised to locate the gasket evenly around the entire joint. The gland shall be moved along the pipe into position for bolting, all the bolts inserted, and the nuts screwed up tightly with the fingers. All nuts shall be tightened with a torque-limiting wrench. Nuts spaced 180° apart shall be tightened alternately in order to produce equal pressure on all parts of the gland.

#### 2.3.3.3 U.P.V.C. piping

Pipes and fittings shall be installed in accordance with ASTM D 2774.

Joints in U.P.V.C. pipes shall be as follows:

- 2.3.3.3.1 Solvent cemented joints shall be made in accordance with ASTM D 2855 or as specified.
- 2.3.3.3.2 Flexible joints shall be made in accordance with ASTM D 3139 or as specified.

All pipes and fittings less than 50 mm diameter shall have solvent cement type joints.

All pipes and fittings 50 mm diameter and above shall have flexible elastomeric sealing

ring joints to the approval of the Owner.

#### 2.3.4 Concrete Reinforcement

## 2.3.4.1 Description

Furnish all labor, materials, tools, equipment and services for concrete reinforcement, in accordance with provisions of Contract Documents & technical specifications civil works.

## 2.3.4.2 Quality Assurance

2.3.4.2.1 Bars used for R.C. shall meet the requirements of B.S and equivalent international standards.

#### 2.3.4.2.2 Adhesion for epoxy- Coated bars

Adhesion is evaluated by making 120° bend tests around mandrels of specified diameters. No cracking of disbanding of the coating visible to the naked eye on the outside radius of the bent bar is permitted. This test also serves to demonstrate practical bendability of coated bars.

#### 2.3.4.3 Submittal

Shop drawing and design calculations: contractor shall submit design calculations as necessary and shop drawings for all structures related to the piping system for review and approval before construction without any extra cost to the Owner. Shop drawings shall be indicate all dimensions and locations of reinforcing steel and accessories in sufficient detail to permit installation of reinforcing without reference to Contract drawings.

2.3.4.4 Materials
Refer to the technical specification of civil works

#### 2.3.4.5 Execution

#### 2.3.4.5.1 Placing Reinforcement

- Provide minimum concrete cover for reinforcement as indicated on drawings and technical specification of civil works.
- Assure that reinforcement, at time concrete is placed, is free of materials that may adversely affect or reduce bond. Reinforcement with rust, mill scale or a combination of both will be accepted as being satisfactory without cleaning or brushing provided dimensions and weights, including heights of deformations, or a cleaned sample is not less than required by applicable ASTM.

## 2.3.4.5.2 Placing of Epoxy Coated Reinforcing Bars

In general, placing of epoxy-coating reinforcing bars is done similarly as for uncoated bars. The key exception is that coated bars require more careful handling and placing. The same hoisting and handling methods and precautions as discussed above for unloading coated bars from a truck should be used and followed during all placing operations. Once bundles of coated bars have been broken, dragging one bar over another or over any abrasive surface should be avoided. Using common sense precautions should minimize coating damage during placing operations. Experience has shown that with such normal common-sense considerations, repair of damaged coating or field touch-up is seldom necessary

## 2.3.4.5.3 Handling Recommendation

In loading and unloading epoxy-coated reinforcing bars from a truck, care must be exercised to minimize scraping of the bundles or bar-to-bar abrasion from sags in the bundles. Do not skid the bundles of bars from the truck bed to the ground ("bar off"). Use power-hoisting equipment for unloading and handling the bundles. Equipment for handling the bars should have protected contact areas. Nylon sling or padded wire rope slings should be used. Bundles of coated bar should be lifted at multiple pick-up points. Hoisting with a spreader beam or similar device is an effective method of preventing sags in bundles of coated bars.

Epoxy-coated bars should be covered with nylon sheets and stored on timbers or other suitable protective cribbing. Reinforcing bars, and in particular coated bars, should be stored as close as possible to the area where they will be placed in the structure to keep handling operations to a minimum. Coated bars or bundles of coated bars should not be dropped or dragged.

## 2.3.4.5.4 Storage of Epoxy-Coated Reinforcing Bars

The following storage practices are suggested to prevent deterioration of the coating:

- Store the bars above the ground on timbers or other suitable protective cribbing, space the blocking close enough to prevent sags in the bundles.
- If a relatively large quantity of bars has to be stored in a small area, bundles of straight bars should be stacked with adequate blocking placed between the layers of bundles.
- Cover the bars or bundles with opaque polyethylene sheeting or other suitable protective material. For stacked bundles, drape the protective covering over the sides of the bundles around the perimeter of the stack. Secure the covering adequately.

#### 2.3.4.5.5 Field Cutting

Field cutting of reinforcing bars, whether uncoated or coated, should be done only if permitted by the Engineer. Cut ends should be coated with the same material that is used for the repair of damage coating. Coating damage and field touch-up can be reduced by saw cutting rather than flame cutting.

#### 2.3.5 Cast-In-Place Concrete

## 2.3.5.1 Description

Furnish all labor, materials, tools, equipment, and services for concrete mixing, placing, jointing and curing, in accordance with provisions of Contract Documents.

Completely co-ordinate with work of other disciplines.

Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, and complete installation.

#### 2.4.4.4.1 Protection

- Unless adequate protection is provided and approval is obtained, do not place concrete during heavy rain, or dust storms.
- Do not allow rainwater to increase mixing water nor to damage surface finish.
- Temperature of concrete as placed shall not be so high as to cause difficulty from loss of slump, flash set, or cold joints. When temperature of concrete exceeds 32 °C use precautionary measures approved by the Engineer.

## 2.4.4.4.2 Conveying

- Handle concrete from mixer to place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of ingredients and assure that required quality of concrete is maintained.
- Use truck mixers, agitators, and nonagitating units conforming to ASTM C94.
- Use horizontal belt conveyors or mount at a slope which will not cause excessive segregation or loss of ingredients. Protect concrete against undue drying or rise in temperature. Use an approved arrangement at discharge end to prevent segregation. Do not allow mortar to adhere to return length of belt. Discharge long runs into a hopper or through a baffle.
- Use metal or metal lined chutes with slope not exceeding 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal. Chutes more than 6 M long and chutes not meeting slope requirements may be used provided they discharge into a hopper before distribution.
- Pumping or pneumatic conveying equipment shall be of suitable kind with adequate pumping capacity. Control pneumatic placement so that segregation is not apparent in discharged concrete Loss of slump in pumping or pneumatic conveying equipment shall not exceed 50 mm. Do not convey concrete through pipe made of aluminum or aluminum alloy.
- Other method subject to Owner approval such as crane equipped with hopper, could be used.

## 2.4.4.4.3 Depositing

- General: Deposit concrete continuously or in layers of such thickness that no concrete is deposited on concrete which has hardened sufficiently to cause formation of seams or planes of weakness within section. If a section cannot be placed continuously, locate construction joints as indicated (or required by shop drawing). Place at such a rate that concrete which is being integrated with fresh concrete is still plastic. Do not deposit concrete which has partially hardened or has been contaminated by foreign materials. Remove temporary spreaders in forms when concrete placing has reached an elevation rendering their service unnecessary. They may remain embedded in concrete only if made of metal or concrete and if prior approval has been obtained.
- Do not start placing of concrete in supported elements until concrete previously placed in columns and walls is no longer plastic and has been in place at least two hours.
- Deposit concrete as nearly as practicable in its final position to avoid segregation due to re-handling or flowing. Do not subject concrete to any procedure which will cause segregation.
- Consolidation: Consolidate all concrete by vibration, so that concrete is thoroughly worked around reinforcement, around embedded items and into corners of forms eliminating all air or stone pockets which may cause honeycombing, pitting, or planes of weakness. Use internal vibrators having a minimum frequency of 8000 vibrations per minute to consolidate concrete effectively. Do not use vibrators to transport concrete within forms. Insert vibrators and withdraw at points approximately (450 mm) apart. At each insertion allow duration sufficient to consolidate concrete but not sufficient to cause segregation; generally from 5 to 15 seconds. Keep a spare vibrator on job site during all concrete placing operations. Where concrete is to have an as cast finish, bring a full surface of mortar against form by vibration process, supplemented if necessary by spading, to work coarse aggregate back from formed surface.
- Place unreinforced concrete, placed directly on earth on a vapour barrier: Damp proofing and only as shown on drawings.

#### 2.4.4.4.4 Joints and Embedded Items

- 2.4.4.4.1 Construction joints: Locate joints as indicated on drawing. If not indicated, locate joints so as to least impair strength of structure, subject to the Owner/Engineer approval.
- 2.4.4.4.2 Movement joints: Do not permit reinforcement or other embedded metal items bonded to concrete (except dowels in floors bonded on only one side of joints) to extend continuously through any movement joint. Locate movement joints as indicated.
- 2.4.4.4.3 Place all sleeves, inserts, anchors, and embedded items required for adjoining work or for its support, prior to concreting.
  - Give Contractors whose work is related to concrete or supported by it ample notice and opportunity to introduce and/or furnish embedded items before concrete placement.
  - Position movement and isolation joint material and other embedded items

accurately and support against displacement. Fill voids in sleeves, inserts and anchor slots temporarily with readily removable material to prevent entry of concrete.

## 3.1.1 System Testing

#### 3.1.1.1 General:

- The Contractor shall ensure that all pipe work is watertight to the satisfaction of the Owner/Engineer and shall supply all pressure gauges, meters, hoses, pumps and other temporary supports and equipment necessary for carrying out pressure tests.
- The Contractor shall, during testing, check the satisfactory operation of each valve installed under the Contract.

## 3.1.1.2 Initial system test:

- Pressure mains shall be tested with water to the required pressure while uncovered but adequately anchored. The testing shall be carried out when lengths of pipe work not exceeding 1000 meters have been laid or when shorter lengths of pipe work have been laid between valve positions or structures. If a length should fail the test, the Contractor shall trace and repair all leaks and defects and retest the length before any further pipes or sections of adjacent pipe work are laid.
- Before filling or pressure testing is started the Contractor shall recheck pipes and valves for clean-lines and shall recheck the operation of valves. The open ends of the pipeline or sections shall normally be stopped off by blank flanges or capped ends additionally secured where necessary by temporary struts and wedges. All thrust blocks and valve chambers shall be completed with back-fill placed around them and the concrete shall have attained its specified 28 day strength and all pipe straps and other devices intended to prevent the movement of pipes shall have been securely fastened.
- The section of the pipeline to be tested shall be filled with potable water and all air expelled. After the pipeline has been completely filled, the pressure shall be steadily and gradually increased until the test pressure has been reached. The duration of each pressure test shall be adequate settlement and jointing to stabilize or a minimum of four (4) hours, whichever shall be the greater. A graph shall be produced showing the run until the graph curve flattens out.
- The section under test is to be maintained full of water for a period of twenty-four (24) hours prior to the start of the pressure and leakage test.
- During the test, all couplings, fittings valves etcrants shall be carefully examined for defects and leakage. Leaking couplings, fitting, valves etc shall be repaired or replaced and the section re-tested as previously specified.

#### 3.1.1.3 Final system test:

The test as specified above shall be repeated after the pipelines have been backfilled, cleaned and inspected.

3.1.1.4	Test results: Written records of every test clearly identifying the tested section of the pipe together with time of test and name of testing engineer in tabulated format shall be submitted for review by the Owner upon completion of the test.

#### 3.2 DISINFECTION OF DOMESTIC WATER LINES

### 3.2.1 Description

Requirements included:

- 3.2.1.1 Provide personnel, equipment and supplies, to disinfect domestic water systems and flush out system at completion of work. All water piping will be cleaned, Flushed and disinfected conforming to WHO specifications.
- 3.2.1.2 See Section 1 for General Requirements.

#### 3.2.2 Definitions

Disinfectant Residual means the quality of disinfectant in water.

pH factor means the measure of alkalinity and acidity in water.

ppm means parts per million.

#### 3.2.3 Protection

Provide necessary signs, barricades, and notices to prevent any person from accidentally consuming water or disturbing system being disinfected.

#### 3.2.4 Materials

3.2.4.1 Disinfectant:

Free chlorine; liquid, powder, tablet, or gas.

3.2.4.2 Alkali:

Caustic Soda or Soda Ash.

3.2.4.3 Acid:

Hydrochloric (Muriatic) type.

#### 3.2.5 Execution

- 3.2.5.1 Inspection:
  - Prior to starting work verify that domestic water system is completed and cleaned.
  - Do not start work until conditions are satisfactory and defects are corrected.
- 3.2.5.2 Preparation of Water for Treatment:
  - Verify pH factor of water to be treated.
  - If pH factor is less than 7.2, introduce sufficient Alkali during Disinfectant injection.
  - If pH factor is greater than 7.6, introduce sufficient Acid during Disinfectant injection.
- 3.2.5.3 System Treatment:
- 3.2.5.3.1 Inject disinfectant through the system to obtain 50 to 80 ppm residual.

- 3.2.5.3.2 Starting at outlet closest to water source, bleed water from each outlet until water produces odour of disinfectant. Report process at each outlet through the system.
- 3.2.5.3.3 Test for disinfectant residual at each of the following locations:
  - Ends of piping runs.
  - Remote outlets.
  - At least 15% of outlets on each floor but in no case less than 2 outlets.
- 3.2.5.3.4 Maintain disinfectant in system for twenty-four (24) hours.
- 3.2.5.3.5 If disinfectant residual is less than 25 ppm, report system treatment.
- 3.2.5.4 Flushing:

Remove disinfectant from system; permit no more than residual rate of incoming water or 1.0 ppm, whichever is greater.

- 3.2.5.5 Bacteriological Test:
- 3.2.5.5.1 Instruct Bacteriological Laboratory to make water samples no sooner than twenty-four (24) hours after flushing system.
- 3.2.5.5.2 Take water samples at each of the following locations:
  - Where water enters system.
  - Ends of piping runs.
  - Remote outlets.
  - At least 25% of outlets on each floor other than those used for testing disinfectant residual, but in no case less than 2 outlets.
- 3.2.5.5.3 Analyze water samples in accordance with Standard Method for the Examination of Water in line with WHO requirements.
- 3.2.5.5.4 If bacteriological test proves water quality to be unacceptable, report system treatment.

# IV. DRAWINGS

See Annex 1

# V. BILLS OF QUANTITIES (BOQ)

See Annex 2

#### VI. PROGRAMME

The Contract Programme must be in such form and detail as the Employer's Representative requires and must contain as a minimum:

- (a) the order in which the Contractor proposes to carry out the Works;
- **(b)** the time limits within which submission of any Contractor's documents are required under the Contract.

The Contract Programme must be prepared in sufficient detail to ensure the adequate planning, execution and monitoring of the Works. The networked activities must be detailed enough to provide a meaningful measurement tool for progress of works.

The Contract Programme must also be resource loaded and include material, plant and

labour. The Contract Programme must be accompanied by and/or detail:

- (a) a general description of the **arrangements and methods** which the Contractor proposes to adopt for carrying out the Works;
- (b) the **critical path for the Works** and a complete critical path analysis for the execution of the Works which must show clearly the links between activities and the float times available within the Contract Programme and the earliest start/earliest finish and latest start/latest finish times for each and every activity;
- (c) The Preliminary Programme may be prepared in **MS Excel or MS Project**. The Outline Statement of Proposed methods demonstrates the Bidder's capacity to identify the core or sensitive components required to complete the works within the required quality expectations and indicated the approach that the Bidder intends to use in order to execute those components.
- (d) Details, and durations on Site, of the resources proposed to achieve the Contract Programme;
- (e) A schedule of all submittals and material procurement activities, including time for submittals, re- submittals and reviews and time for any fabrication and delivery of manufactured products.

# VIII.REPORTING REQUIREMENTS

The contractor shall submit the below reports:

Monthly Report with the following minimum information:

- a. Monthly achievements against the monthly plan (activity update)
- b. Pictures of the works at each stage
- c. Challenges encountered and actions taken
- d. Detail work Plan for the next month as distinguished by weekly plans
- b. Other reports, which include:
  - a. Quality supervision and procedures made in the execution of the works;
  - b. Approvals made to construction resources on the basis of submittals, mock ups, tests, certificates, product catalogues etc...
  - c. Any changes, work orders and variations issued;
  - d. Any challenges and/or compensation events or unforeseeable obstructions;

e. Any defective works identified during supervision and proposal for rectifications;

### IX. DOCUMENTATION

The contractor shall keep and make available as required the below documents:

Drawings and specifications of works

Instructions given by the engineer on the site book

Any official letters/e-mail communications between the Consultant and the Contractor

Work plan

Monthly reports

Financial updates: Payments made and the outstanding balances

### X. TIMING, MILESTONES

The Contractor shall comply with the following timing requirements:

a. **Mobilization Period:** mobilization shall commence within ten (10) calendar days after signing of the contract. It shall include the following activities during this time:

Site Possession;

Setting out

Submission of Work Program;

Submission of Safety and Health (H&S) and Environment Management Plans;

Arrangement and submission of Bank Guarantee (BG) for Performance;

Site Preparations such as site office, storage areas, access to the workmen and equipment etc;

Resource Mobilization to the site; and

#### B. CONSTRUCTION OF SUB-STRUCTURE:

Excavation: Site Clearing, Excavation for pipeline trenches

Excavation: Excavation for tap stand soakaways

Concrete work: Reinforced concrete for tap stands and soakaways

Concrete work: mass concrete thrust blocks for end caps, TEEs and bends

Backfilling of pipeline trenches and

Backfill around the soakaways with selected material and well ram with 95% proctor

### c. INSTALLATION OF PIPES AND FITTINGS:

Pipe laying

Installation of fittings

Connection of standpipes

Disinfection of system

Testing of system

# D. DEFECTS LIABILITY PERIOD (DLP): 12 MONTHS

The following documents shall be presented upon completion of the work:

Operation and Maintenance Manual;

A snagging list identification and updating;

Rectification of the snagging list;

Final Handover paper – officially signed by partners including DWR, UNDP and Office of the President.

#### XI. ABBREVIATIONS

The following abbreviations have been used in the Bills of Quantities:

Abb.	Descriptions	
kW	Kilo Watts	
pcs	Pieces	
lm	Linear Meters	
m <sup>2</sup>	square meter	
M³/h	cubic meter per hour	
mm	Millimeter	
Nr.	Number	
GMD	Gambian Dalasi	
m³	cubic meter	
GMS	Galvanized mild steel	
LS	Lump Sum	
PN	Nominal Pressure	

# XII. ORGANIZATIONAL REQUIREMENTS AND KEY PERSONNEL

The prospective Bidder/Contractor is expected to meet the following minimum organizational requirements:

Bidder must have a minimum of **Ten** (10) **years**' experience in construction sector and satisfactorily completed at least **three** (3) similar projects in the last **ten** (10) **years**. The Bidder must also demonstrate its ability to complete high quality works by attaching **at least three** (3) **references** with full contact details as per the template preferably from clients such as UN Agencies or other Development Agencies, international NGOs, Multinational companies, etc.;

It should be **GC Three and above Category** certified by **legislative authority** Current Ratio (Current Asset / Current Liability) **MUST be at least 1.00** 

**Financial capability – Sales Turnover:** Bidders should have average annual sales turnover **of minimum USD 300,000.00** in the last five (5) years;

Prospect Contractor/Bidder must demonstrate financial capacity through provision of the past **TWO RECENT AUDITED FINANCIAL STATEMENTS**:

Prospect Contractor/Bidder in its technical proposal shall demonstrate its capabilities and understanding of the Scope of Works (SOWs), Bill of Quantities (BoQ) and Drawings.

**At Least Three (3) such references** must be declared and duly signed and stamped testimonials are attached by the Bidder with full contact details.

Experience working with UN, other international organizations and/or NGOs is advantageous. Provide a brief description of the organization / firm financial standing which clearly indicate

its financial strength to Technical Panel who will appraise the proposal.

Provide tabular summary of the respective Audited Financial and/or its equivalent Statements (Income Statement and Balance Sheet) in the last two (2) years.

There should not be any adverse report regarding the construction service for at least five (5) years preceding the date of bid opening;

# XIII. ESSENTIAL EQUIPMENT / MACHINERIES REQUIREMENTS

A Bidder/Contractor must avail at least the following equipment and/or assets in order to successfully carry out the construction project in the specified sites. **Certificates of Ownership for those assets/machineries and/or Lease/Rent agreement MUST be attached along** with the "ITB Returnable Bidding Document"

No.	Equipment Type and Characteristics	Minimum Number required
1	Utility Truck (Min 5 Tonne Capacity )	2
2	Concrete Mixer	2
3	Concrete Vibrator	2
4	Water Bowser	2
5	Crane Truck	1
6	Excavator	2

#### XIV. PAYMENT MODALITY AND AUTHORITY

Prospective Contractor/Bidder shall be paid on Measure and Pay modality and only after Approving Authority of the project confirms the successful completion as per respective Bill of Quantities (BoQs) set for each sites in this ITB.

### XV. INSURANCE POLICY REQUIREMENTS

Prospect Bidders/Contractors are required to specify and attach the following insurance policies along the Returnable Bidding Document:

- 1. Construction All Risks Insurance/Third Party Liability Insurance (covering 110% of total value)
- 2. Workers' Compensation/Employer's Liability Insurance (covering 110% of the total value)
- 3. Contractor's Plant and Equipment Insurance (covering 110% of total value)
- 4. Motor Insurance (110% of total value

# II. ANNEXES TO THE SCOPE OF WORKS (SOW)

# DETAIL STRUCTURAL DRAWINGS ARE ATTACHED AS A

# Section 5b: Other Related Requirements

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Term [INCOTERMS 2020] (Pls. link this to price schedule)	N/A
Exact Address of Delivery/Installation Location	Click here to enter text.
Warranty Period	One year (12 months)
After-sale services Requirements	
Payment Terms (max. advanced payment is 20% as per UNDP policy)	100% within 30 days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice
Conditions for Release of Payment	☐ Others Upon certification by the receiving entity

# Section 6: Returnable Bidding Forms / Checklist

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

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

#### **Technical Bid:**

Have you duly completed all the Returnable Bidding Forms?	
<ul><li>Form A: Bid Submission Form</li></ul>	
<ul><li>Form B: Bidder Information Form</li></ul>	
<ul> <li>Form C: Joint Venture/Consortium/ Association Information Form</li> </ul>	
<ul><li>Form D: Qualification Form</li></ul>	
<ul> <li>Form E: Format of Technical Bid/Bill of Quantities</li> </ul>	
<ul><li>From G: Form of Bid Security</li></ul>	
<ul><li>[Add other forms as necessary]</li></ul>	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

#### **Price Schedule:**

<ul><li>Form F: Price Schedule Form</li></ul>				

#### Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

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

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

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

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

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

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

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

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

Name:	
Title:	
Date:	
Signature:	
•	

[Stamp with official stamp of the Bidder]

# Form B: Bidder Information Form

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

- Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder
- Trade name registration papers, if applicable
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energyefficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures
- Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder
- Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.
- Export Licenses, if applicable
- Local Government permit to locate and operate in assignment location, if applicable
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country

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

Name	Name of Bidder: [Insert Name of Bidder]			Date:	Select date		
ITB r	eference:	[Insert ITB Refere	nce Number]				
To be	To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.						
No Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)				ortion of responsibiliti goods and/or services performed			
1	[Complete]			[Complete]			
2	[Complete]			[Complet	e]		
3	[Complete]			[Complet	e]		
(with a Association even the e	Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)  [Complete]						
☐ Let	Letter of intent to form a joint venture <i>OR</i> UV/Consortium/Association agreement  We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.						
	· 		<del></del>	of partner:		····	
Signa	ature:		Signat	Signature:			
Date:	· <del></del>		Date:				-
Name	Name of partner:  Name of partner:  Name of partner:						
Signature: Signa		Signature:					
Date:			Date:				-
Form	D: Eligibility	and Qualificati	ion Form				
Name							

ITB reference:	[Insert ITB Reference Number]
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If JV/Consortium/Association, to be completed by each partner.

# **History of Non-Performing Contracts**

□Non-performing contracts did not occur during the last 3 years					
□ Contrac	ct(s) not performed in	the last 3 years			
Year	Non- performed portion of contract	n of (current value in U			
		Name of Client: Address of Client: Reason(s) for non-performance:			

### **Litigation History** (including pending litigation)

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

# **Previous Relevant Experience**

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

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

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

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

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

# **Financial Standing**

Annual Turnover for the last 3 years	Year Year Year	USD USD USD
Latest Credit Rating (if any), indicate the source		

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

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

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

#### Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

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

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

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

#### SECTION 2: Scope of Supply, Technical Specifications, and Related Services

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

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

# **Note to UNDP:** Under the Column "a", please list items from Section 5a. Related services and requirements such as installation, training and after-sales should also be listed as required.

Goods and services to be Supplied and	Your response					
Technical Specifications	Compliance with technical specifications		Delivery Date (confirm that you	Quality Certificate/Exp	Comments	
	Yes, we comply	No, we cannot comply (indicate discrepancies)	comply or indicate your delivery date)	ort Licenses, etc. (indicate all that apply and attach)		

See technical			
specification in section			
5a above			
Installation, training			
and after-sales			

Other Related services and requirements	Compliance	with requirements	Details or comments on the related requirements
(based on the information provided in Section 5b)	Yes, we comply	No, we cannot comply (indicate discrepancies)	
Delivery Term			
Warranty			

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

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

# Format for CV of Proposed Key Personnel

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

	Reference 1: [Insert]  Reference 2: [Insert]	
_	at to the best of my knowledge and belief, the data provided above correctly describences, and other relevant information about myself.	oes
Signature of Personnel	 Date (Day/Month/Year)	

#### FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

**Currency of the Bid:** [Insert Currency]

#### **Price Schedule**

Please use the template of the bill of quantity (BoQ) in section 5 above, Annex 2

Name of Bidder:	
Authorised signature:	
Name of authorised signatory:	
Functional Title:	

### FORM G: Form of Bid Security

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

To: UNDP

[Insert contact information as provided in Data Sheet]

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

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security if the Bidder:

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

AND WHEREAS we have agreed to give the Bidder such Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

#### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature:		 	 	
Title				
Date:		 	 	
Name of Banl	k		 	
Address				

[Stamp with official stamp of the Bank] [insert: address and email address]