



*Empowered lives.
Resilient nations.*

INVITATION TO BID

Q-005/22 CONSTRUCTION OF WALL FENCE AT TEREKEKA PRISONS CENTRAL
EQUATORIA STATE, SOUTH SUDAN.

ITB No.: **Q-005/22**

Project: A2J

Country: South Sudan

Issued on: 21 March 2022

Contents

Section 1. Letter of Invitation	4
Section 2. Instruction to Bidders	5
A. GENERAL PROVISIONS.....	5
1. Introduction.....	5
2. Fraud & Corruption, Gifts and Hospitality	6
3. Eligibility.....	6
4. Conflict of Interests	6
B. PREPARATION OF BIDS	7
5. General Considerations.....	7
6. Cost of Preparation of Bid	7
7. Language.....	7
8. Documents Comprising the Bid	7
9. Documents Establishing the Eligibility and Qualifications of the Bidder	8
10. Technical Bid Format and Content.....	8
11. Price Schedule	8
12. Bid Security.....	8
13. Currencies	9
14. Joint Venture, Consortium or Association.....	9
15. Only One Bid.....	10
16. Bid Validity Period.....	10
17. Extension of Bid Validity Period	10
18. Clarification of Bid (from the Bidders).....	10
19. Amendment of Bids	11
20. Alternative Bids	11
21. Pre-Bid Conference	11
C. SUBMISSION AND OPENING OF BIDS	11
22. Submission.....	11
Hard copy (manual) submission.....	11
Email and eTendering submissions.....	12
23. Deadline for Submission of Bids and Late Bids.....	12
24. Withdrawal, Substitution, and Modification of Bids.....	12
25. Bid Opening	12
D. EVALUATION OF BIDS.....	13
26. Confidentiality	13

27. Evaluation of Bids.....	13
28. Preliminary Examination.....	13
29. Evaluation of Eligibility and Qualification.....	13
30. Evaluation of Technical Bid and prices	14
31. Due diligence.....	14
32. Clarification of Bids.....	14
33. Responsiveness of Bid.....	14
34. Nonconformities, Reparable Errors and Omissions.....	15
E. AWARD OF CONTRACT.....	15
35. Right to Accept, Reject, Any or All Bids.....	15
36. Award Criteria.....	15
37. Debriefing	15
38. Right to Vary Requirements at the Time of Award.....	15
39. Contract Signature.....	16
40. Contract Type and General Terms and Conditions.....	16
41. Performance Security.....	16
42. Bank Guarantee for Advanced Payment	16
43. Liquidated Damages	16
44. Payment Provisions	16
45. Vendor Protest	16
46. Other Provisions	16
Section 3. Bid Data Sheet	18
Section 4. Evaluation Criteria	21
Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities	25
Section 5b: Other Related Requirements	31
Section 6: Returnable Bidding Forms / Checklist	37
Form A: Bid Submission Form	38
Form B: Bidder Information Form	39
Form C: Joint Venture/Consortium/Association Information Form	41
Form D: Eligibility and Qualification Form	42
Form E: Technical Bid FORMAT	45

Section 1. Letter of Invitation

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

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 directly online in the e-tendering system through the following link: <https://etendering.partneragencies.org> using your username and password.

You may also utilize the "Accept Invitation" function in eTendering system. 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.

If you have not registered in the system before, you can register now by logging in using the below username and password, and follow the registration steps as specified in the system user guide in <https://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

Username: event.guest

Password: why2change

Should you require further clarifications email; procurement.info.ss@undp.org , kindly communicate with the contact person/s identified in the Bid Data Sheet as the focal point for queries on this ITB.

In the course of preparing and submitting your bid, it shall remain your responsibility to ensure that it is submitted into the system by the deadline appearing on e-Tendering portal. The system will automatically block and not accept any bid after the deadline. Kindly ensure that **supporting documents required are signed and**

in pdf format and **free from any virus or corrupted files.**

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

Site Visit Date and Time: **Not mandatory**

Focal Person : **Eng. Paul Ikobit**

Email: paul.ikobit@undp.org

Issued by

Approved by:

Name: Solomom Kumba
Title: Head of Procurement ai
Date: **March 21, 2022**

Name: Blessed Chirimuta
Title: Deputy Resident Rep, Operations
Date: March 21, 2022

Section 2. Instruction to Bidders

GENERAL PROVISIONS

- | | |
|------------------------|---|
| 1. Introduction | <p>1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no</p> |
|------------------------|---|

	<p>obligation to award a contract to any Bidder as a result of this ITB.</p> <p>1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p> <p>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.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html#anti</p> <p>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.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(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;</p> <p>(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.</p> <p>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</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>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.</p>
4. Conflict of Interests	<p>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:</p> <p>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation,</p>

	<p>and other documents to be used for the procurement of the goods and services in this selection process;</p> <p>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</p> <p>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</p> <p>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.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <p>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</p> <p>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</p> <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>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.</p>
--	---

B. PREPARATION OF BIDS

5. General Considerations	<p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p>
6. Cost of Preparation of Bid	<p>6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
8. Documents Comprising the Bid	<p>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <p>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</p> <p>b) Technical Bid;</p> <p>c) Price Schedule;</p>

	<p>d) Bid Security, if required by BDS;</p> <p>e) Any attachments and/or appendices to the Bid.</p>
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>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.</p>
10. Technical Bid Format and Content	<p>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>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.</p> <p>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.</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p>
11. Price Schedule	<p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>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.</p>
12. Bid Security	<p>12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; In the event the successful Bidder fails: <ol style="list-style-type: none"> to sign the Contract after UNDP has issued an award; or

	<ul style="list-style-type: none"> ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	<p>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:</p> <ul style="list-style-type: none"> a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>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.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 15 herein in respect of submitting only one Bid.</p> <p>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.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>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</p>

	<p>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.</p>
15. Only One Bid	<p>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.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Bid Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
18. Clarification of Bid (from the Bidders)	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that</p>

	such an extension is justified and necessary.
19. Amendment of Bids	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Alternative Bids	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
21. Pre-Bid Conference	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>
C. SUBMISSION AND OPENING OF BIDS	
22. Submission	<p>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.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>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.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p>

	<p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ul style="list-style-type: none"> i. Bear the name of the Bidder; ii. Be addressed to UNDP as specified in the BDS; and iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
Email and eTendering submissions	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS. <p>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: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p>
23. Deadline for Submission of Bids and Late Bids	<p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
25. Bid Opening	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by</p>

	<p>UNDP of at least two (2) members.</p> <p>25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
D. EVALUATION OF BIDS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Bids	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) <ol style="list-style-type: none"> a) Evaluation of Technical Bids b) Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
28. Preliminary Examination	<p>28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other

	<p>resources applicable to the supply of goods and/or services required;</p> <p>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</p> <p>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</p> <p>f) They have a record of timely and satisfactory performance with their clients.</p>
30. Evaluation of Technical Bid and prices	<p>30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
31. Due diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <p>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
32. Clarification of Bids	<p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
33. Responsiveness of Bid	<p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material</p>

	deviation, reservation, or omission.
34. Nonconformities, Reparable Errors and Omissions	<p>34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> 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. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Bids	<p>35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p>
36. Award Criteria	<p>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.</p>
37. Debriefing	<p>37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.</p>
38. Right to Vary Requirements at the Time of Award	<p>38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.</p>

39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html
46. Other Provisions	46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United

	<p>States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>
--	---

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.a	Pre-Bid conference	Will not be conducted Time: n/a Date: N/a Venue: N/A
	21.b	Site Visit	The bidder may want to visit the site to acquaint themselves with further details to have a complete understanding of Scope of Work prior to sending the formal bid to UNDP. Contact person: Paul Ikobit Email: paul.ikobit@undp.org
5	16	Bid Validity Period	120 days
6	13	Bid Security	Not Required <ul style="list-style-type: none"> ▪ Bank Guarantee (See Section 8 for template) n/A
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.5%

			Max. number of days of delay 30 calendar days , after which UNDP may terminate the contract.
9	40	Performance Security	Not Required
10	12	Currency of Bid	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Head of Procurement Unit Address: UNDP Head Office, Juba, South Sudan E-mail address: procurement.info.ss@undp.org</p> <p>Any delay in UNDP's response shall not be used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<p>Posted directly to eTendering https://etendering.partneragencies.org</p> <p>BU: SSD10</p> <p>Event ID: 0000011942</p>
14	23	Deadline for Submission	As indicated in e-tendering system. Note that system time zone is in EDT (New York) time zone.
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> E-tendering module.
15	22	Bid Submission Address	<p>Through E-tendering link: https://etendering.partneragencies.org</p> <p>Clearly indicate the event ID number on your bid.</p>
16	22	Etendering submission requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 50mbs

			<div> <div></div> Mandatory subject of email: Event ID 0000011942: as recorded by the system. </div>
17	25	Date, time and venue for the opening of bid	Date and Time: As indicated on the deadline submission on the event in the system.
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	Mid - April 2022
20		Maximum expected duration of contract	120 calendar days
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Civil Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other Information Related to the ITB	N/A

Section 4. Evaluation Criteria

Preliminary Examination Criteria

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

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Previous experience
- Financial Standing

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	<ul style="list-style-type: none">▪ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation.▪ Valid tax clearance certificate▪ Valid Operation License▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country	Form B: Bidder Information Form

QUALIFICATION		
Minimum Qualification	Minimum 3 contracts of similar value, nature and complexity (Repairing/Renovation/Rehabilitation/construction Works or building projects) implemented over the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	<p>Minimum 5 years of relevant experience.</p> <p>List and value of projects performed for the last 3 years, plus client's contact details who may be contacted for further information on those contracts.</p> <p>Statement of Satisfactory Performance from the Top three (3) Clients in terms of Contract Value for similar (Repairing/Renovation/Rehabilitation/construction Works or building) projects completed within last 3 years</p>	Form D: Qualification Form
Financial Standing	<p>Minimum average annual turnover of USD 200,000 in any single year in the last 3 years (2019 – 2020 – 2021).</p> <p>Additionally, UNDP may request other financial tools/facilities to prove the bidder has financial capability (if required). <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <p>Note: UNDP shall verify the financial capacity of the bidder and has the authority to seek references from concerned parties & banks on the bidder's financial standing. UNDP has the right to reject any bid if submitted by a contractor whom investigations reveal is not</p>	Form D: Qualification Form

¹ 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.

	Financially capable and/ or has serious financial problems.	
--	---	--

Detailed Technical and Financial Evaluation

TECHNICAL EVALUATION		
Technical Evaluation	<p>The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.</p> <p>Other documents that must be Submitted to Establish Technical responsiveness of the offers in response to the ITB include:</p> <p>A) TEAM COMPOSITION AND STRUCTURE. The Bidder shall enclose in the bid the time-effort of each member of the team to be allocated for each stage/ milestone, expressed in number of working days.</p> <p>Submission of documentary evidence, in the way of signed CVs, demonstrating that the Bidder has the following minimum key personnel (See Section 5, Form 8)</p> <ul style="list-style-type: none"> •A Team leader with minimum 10 years of experience in the management civil construction works. •One or more structural engineers, each with a minimum 5 years of experience in the design, rehabilitation and/or construction of vertical works. •One or more quantity surveyors, each with a minimum of 5 years' experience. •One or more specialists, each with a minimum 5-year experience in the design, construction and/or supervision of warehouse civil works. •One or more electrical/energy engineers, each with a minimum of 5 years of experience in the design, supply and installation of energy efficient electrical equipment and temperature control systems. <p>B) DETAILED WORK PLAN. The Bidder shall submit a work plan that illustrates the methodology to be followed in the implementation of the work activities. The work plan shall include:</p> <ul style="list-style-type: none"> •Time Schedule of Works. This will show a detailed list of all work activities beside their duration and sequence and delivery milestones as outlined in Schedule of Requirements and Technical Specifications/Bill of Quantities, Section 5a, within a frame of 8 calendar months from the Contract start date. This schedule shall also 	Form E: Technical Bid Form

include the critical path and resource allocation, both human and material, to assure proper planning of work activities.

•Schedule of Material Supply. The above time schedule of works shall include the dates and quantities of material supply as well as the equipment supply. No delays are accepted due to delay in or insufficient material supply for works in the local market.

IMPORTANT: (A) The Bidder can use MS Project (or similar software) for the composition of the Work Plan; (B) Before the initiation of the works, the Contractor may be requested to do all pertinent modifications in the time schedule proposed by the Employer; (C) Written approval on the Work Plan must be obtained prior to execution of the project.

C) SUBCONTRACTING. The maximum percentage of the Contract value allowed to be Subcontracted under this ITB is fixed at 30% of Contract value, except for the pre-engineered steel buildings works, where the whole item (regardless of the percentage) can be Subcontracted and other specialist installations and equipment. The Bidder shall enclose in the bid:

a) A certified agreement between the Contractor and the Subcontractor.

b) And where the Contractor is proposing to Subcontract more than 10% of the total value of the Contract, the following details shall be also enclosed in the bid submission (highlight cells in the BOQ attached in this ITB to indicate subcontracting details and include a letter of confirmation):

i) BOQ item number to be subcontracted

ii) Value of item to be subcontracted

iii) Name of Subcontractor(s)

iv) Full qualifications and resources details for the proposed Subcontractor(s) for evaluation purposes.

D) EQUIPMENT

•Two Tipper/dump trucks with a minimum capacity of 15 tonnes.

•Two concrete mixers each with a minimum capacity of 500m³

•One TLB Excavator

•Minimum One mobile crane

	•One Cylindrical Roller Compactor	
FINANCIAL EVALUATION		
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. 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.	Form F: Price Schedule Form
Financial Evaluation	Evaluation of Price analysis for each item.	
Implementation timetable	Implementation timetable as per the requirement; 180 calendar days	

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

This document serves as a Scope of Work (SOW) to the Independent Contractor Agreement for the construction of wall fence and guardhouse at Terekeka prisons

Intending bidders are advised to conduct a site visit prior document preparation for bid submission

1. Description of Services.

Location: Contractor agrees to perform all required contracting Services relating to the renovation and construction of Malakal State prisons services

Method of Performing Services: Contractor will determine the method, details, and means of completing the Project. Contractor agrees to devote the required personnel for a minimum 180 calendar days to the Project.

Tools and Instrumentalities: Contractor, at its own expense, will supply all tools, instrumentalities and all building and installation materials for the Project, including without limitation paint, steel metal frames, ceiling mounted fan units, plumbing materials, iron poles, rain gutters and iron sheets etc.

Finishing Materials: Company shall be responsible for procuring the finishing materials as provided herein in the BoQ.

Work Items:

WALL FENCE

Exterior and Interior Work

Brick walls out of burnt clay bricks/ or concrete blocks

Plaster works

Guardhouse

Exterior Work

Block or/ Brick walls out of burnt clay bricks

Metal doors and windows

Metal/timber roof structure plus roofing iron sheets

Painting works;

Fill exterior surfaces as necessary, prime all the plaster work

Paint siding, trim, doors, soffits, fascia, shutters, gutters, downspouts using 3-color paint scheme (weather guard – cream paint)

Interior Work

Block or/ Brick walls out of burnt clay bricks for all internal partitions.

Painting works;

Fill interior surfaces as necessary, prime all the plaster work

Paint siding, trim, doors, soffits, fascia, shutters, gutters, downspouts using 3-color paint scheme (vinyl silk – white paint)

Electrical wiring with all the required accessories

Fixing the roof mounted ceiling fans

Other considerations on this document:

1. Contractors are advised to use locally available skilled and un-skilled labour within the locality of the were the project is being impleted.as much as possible
2. The contractors are advise to encourage the employment of women
3. The contractors and strongly advised against the use of childe labour
4. Post construction works and clean up, all debris as a result of construction activities, shall be dumped to locations/sites approved by governing authorities within the jurisdiction of construction site.

2. Contractor's payments.

In consideration for the Services to be performed by Contractor, UNDP agrees to pay Contractor the amount awarded based on the following payment schedule/milestones:

1. Milestone 1: 30% of contract amount upon approval of satisfactory completed activities as per stated in the bills of quantities;
2. Milestone 2: 30% of contract amount upon approval of satisfactory completed activities as per stated in the bills of quantities;
3. Milestone 3: 35% of contract amount upon approval of satisfactory completed activities as per stated in the bills of quantities;
4. Milestone 4: 05% after defect liability period of 12-month;
5. Milestone 5: 10% ocontengency

3. Deadline.

Contractor shall complete the Project within 180 calendar days. For each additional duration, the conditions stated in the conditions of contract shall be applied.

PRICING PREAMBLES

1.0 General

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

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

1.3 Lump Sum values shall not be inserted where unit rates are applicable and the Tenderer shall ensure that identical items occurring in separate bills are not priced at different rates, unless this is the deliberate intention.

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

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

1.6 The Bill of Quantities has generally been measured in accordance with the Principals of Measurement (International) for Works of Construction (June 1979), as published by the Royal Institution of Chartered Surveyors with amendments made to suit local practice and conditions. The Quantities inserted against items in the Bill of Quantities are estimated quantities for the Works for the purpose of Tender evaluation, and the Tenderer shall be deemed to have checked and verified such quantities in the compilation of his Tender Price prior to the submission of his Tender. Upon the award of the Contract, the priced Bill of Quantities shall be used solely for evaluating interim payments due to the Contractor, and as a schedule of rates for establishing the value of variations.

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

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

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

2.0 Format of Descriptions

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

mm- Millimeter	Pr-Pair
M-Linear Meter	No-Number
m2- Square Meter	Kg-Kilograms
m3- Cubic Meter	

3.0 Rates

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

- a) All obligations imposed by the Contract.
- b) Complying in every respect with the requirements and the considerations of the Specifications and Drawings.
- c) All considerations arising from the definitions incorporated in each Preamble section.
- d) Labour for fixing and all associated costs.
- e) Materials and goods and all associated costs
- f) Fitting and /or fixing materials and goods in any position, hoisting to any height.
- g) Use of Scaffolding, plant, equipment and tools.
- h) Any additional labours usually associated with measured items.
- i) All necessary protection of the Works, removing all casings and temporary covering and making good and clearing away upon completion.
- j) All applicable taxes, duties, charges, government levies, landing charges and transport.
- k) Overheads & profit.

4.0 Measurements

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

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

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

4.3 Contingency: If the contractor meets unmeasured works, the contractor shall inform the engineer in writing. The engineer shall ascertain the unmeasured works to verify the contractors claim. The contractor shall submit its claim and wait for approval from the engineer/client. The contractor shall use the same rates as in the contract for similar items. No new rates shall be applied unless the unmeasured work in its nature does not exist in the already mentioned items in the priced bill of quantities.

5.0 Discrepancies

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

EARTH WORKS

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

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

§ Rates and Prices to include,

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

- e) Any hand excavation required around existing services or the like.

CONCRETE WORK

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

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

REINFORCEMENT

The rates for bar reinforcement shall include for the following;

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

SHUTTERING

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

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

MASONRY

The rates for brick walls shall include the following:

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

WOODWORK

The rates for woodwork shall include for the following.

- a) All joints in the running length including structural joints.
- b) Cutting and fitting to steelwork, trimming around opening, notching, boring and sinking.

b) Wood work shall be fixed with non-corroding nails and screws and unless otherwise described all plugging and pelleting shall be deemed to be included.

FINISHES

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

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

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: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Term [INCOTERMS 2010] (Pls. link this to price schedule)	All prices for materials and equipment included in this ITB shall be understood as Malakal, Upper Nile State.
Exact Address of Delivery/Installation Location	Malakal, Upper Nile State
Mode of Transport Preferred	N/A
UNDP Preferred Freight Forwarder, if any ²	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Customs, if required, clearing shall be done by:	N/A
Ex-factory / Pre-shipment inspection	As per BOQs
Inspection upon delivery	As per BOQs
Installation Requirements	As per BOQs
Testing Requirements	As per BOQs
Scope of Training on Operation and Maintenance	As per BOQs
Commissioning	As per BOQs
Warranty Period	Defect liability for one year for the building from date of works completion.
Safety, Health & Welfare Plan	<p>Upon contract award, the contractor should provide, as part of his contractual commitments, a detailed Safety, Health & Welfare plan, being part of the overall program of works, subject to the Engineer approval. Contractor to bear all the costs associated with implementation of the said Safety, Health & Welfare plan.</p> <p>The said Safety, Health & Welfare plan shall be based on the following Safety manual, "Safety, health and welfare on construction sites/A Training Manual - International Labour Office Geneva (1999 version)"</p> <p>The above mentioned Safety manual shall be an integral part of the tender and contract documents and the contractor is obligated to fully comply with the guidelines and</p>

²A factor of the Incoterms stipulated in the ITB. The use of a UNDP preferred freight forwarder may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to UNDP when clearing with customs authority of the country of destination.

	<p>instructions contained in the said manual, all to the satisfaction of the UNDP appointed Engineer.</p> <p>Important: The contractor shall also implement fully the applicable Safety measures contained in the approved Safety plan during mobilization stage before actual work starts.</p>
Defect liability	<p>Any damage resulted from defect in execution by the Contractor on the executed works during the defects liability period should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from UNDP (or it's appointed representative); and if the contractor does not repair these damages during the above specified period, then UNDP does these repairs at the expense of the contractor, which shall be deducted from due sums against the Maintenance Guarantee.</p>
Payment Terms	<p>UNDP shall issue payments to the contractor according to an agreed payment modality based millstone (refer to attached draft contract).</p> <p>Upon certification os milestones by UNDP Engineer.</p>
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English
Special Requirements	<p>1. Miscellaneous</p> <p>a) Time Schedule:</p> <p>The contractor is required to submit a time schedule for the all activities and deliverables of the project as outlined in the BDS and the sequence of work activities using MS-Project (or equivalent) software. This time schedule should be reviewed and approved by the engineer before the initiation of work activities. The contractor has to update it and do all modifications deemed necessary to work activities as per the instructions of the engineer.</p> <p>The contractor shall carry out quantity verification to be executed before the start-up of work activities. Written approval on the scope of works shall be obtained prior to implementation process.</p> <p>b) Schedule of material supply</p> <p>No delays are accepted due to delay in or insufficient material supply for works in the local market. Hence a schedule for material supply is required before starting up activities.</p> <p>The time schedule of works should include the dates and quantities of material supply as well as the equipment supply to assure proper planning of work activities.</p> <p>c) Work plan</p>

	<p>The contractor shall submit a written work plan that illustrates the methodology to be followed in implementation of the work activities.</p> <p>d) Samples and catalogues:</p> <p>The contractor shall submit all samples and /or catalogues for all materials to be used on the project to verify their compliance with the technical specifications as follows:</p> <p>The samples will be handed along with the request of material approval as per the schedule of material supply such that one week is allowed to obtain approval before order of material supply is placed.</p> <p>The samples and catalogues should show the data of technical specification. In case there is no possibility to obtain a sample, the catalogue might be accepted after the engineer approval.</p> <p>e) Cash – Flow:</p> <p>The contractor shall submit a cumulative cash flow chart (S-curve) expected during implementation. Updates should be carried out on regular basis to adapt the actual expenditure on the project.</p> <p>f) Monthly reports and photographs:</p> <p>The contractor shall submit monthly reports in three copies reflecting the actual progress of works in percentage, executed work activities, obstacles and difficulties faced and photos showing such progress.</p> <p>g) Contract documents:</p> <p>All tender documents stipulated in the ITB should be preferably submitted, signed and stamped. It is deemed that all mentioned in the technical specification (General and Specific), drawings, bill of quantities, pre-bid meeting notes and/or any addendum thereof are included in the unit prices of the items and no extra charges will be paid in that respect.</p> <p>2) WORKMANSHIP:</p> <p>The contractor shall engage competent workers to achieve the workmanship stated in the tender documents. It is expected that best local practices be utilized in case no specific workmanship is identified. It is responsibility of the contractor</p> <p>3) DRAWINGS:</p> <p>a)The contractor shall abide to any additional detail or general drawings issued by the engineer and will be considered as part of the contract.</p>
--	---

	<p>b)The contractor will develop shop drawings for all work activities and submit for approval. No activity can be started unless engineer approves relevant shop drawing.</p> <p>c)The contractor should submit three copies of the shop drawings a week ahead of required approval. In case of changes required, the contractor will resubmit the drawings with changes and obtain approval before execution of works.</p> <p>4) As-Built Drawings:</p> <p>The Contractor is responsible to submit as-built drawings before the preliminary handing over in two hard copies A3 size and three CD's. They should show all details (civils, structural, mechanical, and electrical along with services routes, trenches, manholes, and levels etc). The drawings will be submitted to UNDP and/or the appointed Engineer who will review accordingly.</p> <p>5) Discrepancies and mistakes in tender documents:</p> <p>a)In case there is discrepancy in the tender documents, the Engineer will verify the correct specification of any item in the tendering stage.</p> <p>b)In case there is missing information in the contract documents or discrepancy or review and approval of the engineer, improper description of details of the items, it doesn't relieve the contractor from carrying out the item in the most correct manner as if identified and properly described in the original tender documents.</p> <p>c)The contractor has to inform the engineer in case of omissions, discrepancies or mistakes in the tender documents in the tendering stage and price according to the engineer's answer.</p> <p>INSPECTION OF SITE:</p> <p>The contractor is deemed to have visited and investigated the site and identified all site conditions in terms of ground nature, accessibility to site, availability of services like water & electricity and all factors affecting execution of work activities before submitting his offer. All such factors are deemed to be taken into consideration while pricing.</p> <p>SUB-CONTRACTORS:</p> <p>Sub- contractors are dealt with according to General Conditions of Contract. The main contractor should submit to the Engineer the certified agreement between him and the subcontractor prior to commencement of the work. See also BD, section 27.</p> <p>EQUIVALENCE AND ENGINEER'S INSTRUCTION:</p> <p>Wherever equivalence and Engineers' instruction are mentioned within the contract documents, they are</p>
--	--

	<p>interpreted to be dealt with and /or executed according to the consent of the engineer.</p> <p>6) SITE MEETINGS:</p> <p>Periodical site meetings will be carried out and the contractor or duly authorized delegate should attend the meetings.</p> <p>7) TESTING:</p> <p>The contractor at his own expenses shall provide any test as requested by the Engineer for any materials supplied, installed, or stored in the site according to the stipulated tests in the general specifications. The contractor has to secure devices and equipment that are necessary to test any works as requested by the Engineer.</p> <p>8) SPECIFICATIONS:</p> <p>Specifications are the approved as indicated in the ITB.</p> <p>In case there is no clear or missing specification for items, it is deemed that the contractor has based his prices on high quality materials and best practice in implementation.</p> <p>9) TAKE OFF QUANTITIES AND PRICING:</p> <p>a) Description of items</p> <p>The tender documents are complementary and self-explanatory and what is deemed necessary in one is deemed necessary in all.</p> <p>Accordingly, the item specification is not limited to item description in the bill of quantity but rather to the tender documents as a whole.</p> <p>b) Deliverables and pricing</p> <p>Costing for each BOQ item shall be based on the information provided in this ITB.</p> <p>(i)The contractor has to include all expenses that might occur in his overhead expenses and no claims will be accepted regarding this issue.</p> <p>(ii)Price shall include fees of testing according to specification and engineer's instruction. UNDP has the right to change the testing laboratory from time to time.</p> <p>10) PROJECT SIGN BOARDS:</p> <p>The contractor has to supply and install two project sign boards before the start-up of work activities. All information</p>
--	--

	<p>and logos that have to be included on the board will be provided by the engineer during the mobilization period.</p> <p>11) Temporary installations during implementation</p> <p>All temporary installations needed to facilitate the implementation and completion of the project works will be carried out by the contractor at his own expense. Such temporary installations shall be removed by the contractor after completion of the project works. In case of any delays by the contractor in establishing the temporary installations or any part thereof and in the removal of these installations or any part thereof, the Engineer shall have a right to establish these temporary installations and to remove them at the end of the project at the expense of the contractor. Such expenses, if happened, will be reduced from the amounts payable to the contractor without any objection to the action or the cost.</p> <p>The contractor to safeguard the site, the works, materials and plant from damage and theft. Take all reasonable precautions to prevent unauthorised access to the Works.</p>
--	---

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?	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ FORM F: Price Schedule Form	<input type="checkbox"/>
▪ [Add other forms as necessary]	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Price Schedule:

▪ Form F: Price Schedule Form	<input type="checkbox"/>
-------------------------------	--------------------------

Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	Q-005/22: CONSTRUCTION OF WALL FENCE AT TEREKEKA PRISONS CENTRAL EQUATORIA STATE, SOUTH SUDAN.		

We, the undersigned, offer to supply the goods and related services required for **Q-005/22: CONSTRUCTION OF WALL FENCE AT TEREKEKA PRISONS CENTRAL EQUATORIA STATE, SOUTH SUDAN** in accordance with your Invitation to Bid No. Q-010/21 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:

- 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;
- 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;
- have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- 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);
- 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;
- 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 Bid]

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?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> 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) <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? <i>(If yes, provide a Copy of the valid Certificate):</i>	[Complete]
Does your Company have a written Statement of its Environmental Policy? <i>(If yes, provide a Copy)</i>	[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:

- Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured
- Certificate of Incorporation/ Business Registration
- 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
- Valid Business Operation License
- List and value of projects performed for the last 5 years, plus client's contact details who may be contacted for further information on those contracts.
- Statement of Satisfactory Performance from the three (3) Clients in terms of Contract Value for similar (Rehabilitation/renovation/ construction) projects completed within last 5 years;
- CVs of the below proposed key personnel:
 - ✓ similar nature and complexity equivalent to this assignment. Should have a Degree in Electrical Engineering. CV should be attached.
- Implementation timetable as per the requirement;
- Last three years Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past five years (2018, 2019 & 2020).
- Form A: Bid Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/ Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Bid (including Implementation plan and Technical compliance sheet)
- Form F: Price Schedule Form
- Equipment list accompanied by copies of ownership documents (log books) as per the list below.

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	Q-005/22: CONSTRUCTION OF WALL FENCE AT TEREKEKA PRISONS CENTRAL EQUATORIA STATE, SOUTH SUDAN.		

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

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	Q-005/22: CONSTRUCTION OF WALL FENCE AT TEREKEKA PRISONS CENTRAL EQUATORIA STATE, SOUTH SUDAN.		

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

History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

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

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

references if so requested by UNDP.

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

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 2018	USD
	Year 2019	USD
	Year 2020	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	Year 4
	<i>Information from Balance Sheet</i>			
Total Assets (TA)				
Total Liabilities (TL)				
Current Assets (CA)				
Current Liabilities (CL)				
	<i>Information from Income Statement</i>			
Total / Gross Revenue (TR)				
Profits Before Taxes (PBT)				
Net Profit				
Current Ratio				

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

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

- 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:	Q-005/22: CONSTRUCTION OF WALL FENCE AT TEREKEKA PRISONS CENTRAL EQUATORIA STATE, SOUTH SUDAN.		

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. Top (three or more) Projects implemented during the last 5 years:					
Project Description	Client	Amount in US\$	Year of Completion	% Completed	Performance Evaluation

1.2 Current on-going commitments (if any with UNDP & Other Clients):				
Project Description	Client Name	Amount in US\$	Completion Ratio	Anticipated date of Completion

1.3 Quality assurance procedures and risk mitigation measures.

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.

List of the equipment to be assigned to the project:

S/ N	Equipment	Quantity	Equipment Availability - Copies of ownership Documents attached (Yes/No)
1			
2			
3			
4			
5			
6			
7			
8			
9			

SECTION 3: Management Structure and Key Personnel

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

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i> ▪ Name of institution: [Insert]

	<ul style="list-style-type: none"> ▪ Date of certification: [Insert]
Employment Record/ Experience	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i></p> <p>[Insert]</p>
References	<p><i>[Provide names, addresses, phone and email contact information for two (2) references]</i></p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	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

BILL NO	DESCRIPTION	NO		TOTAL AMOUNT
1	TOTAL FOR PRELIMINARIES			-
2	TOTAL FOR WALL FENCE AND GUARD HOUSE			-
	GROUND TOTAL			-
	ADD 10% CONTIGENCY	0.1		-
	TOTAL TO CONTRACT SUM			-

Submit detail cost break down as per BOQ attached in both Excel sheet and PDF.

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

FUNCTIONAL TITLE: _____