**SECTION IV**

**RETURNABLE BID SCHEDULES**

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

**Returnable Bid Schedule 1**

**Form of Bid**

United Nations Office for Project Services

Gurten Building, 3rd floor,

Skenderbej street, Tirana, Albania

Dear Sir/Madam,

**Subject: Bid for the Construction of** **the Restoration of Kurcaj Bridge in Kruje, ITB Case No.ITB/2021/27814, dated [*Insert Date*].**

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

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

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

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

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

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

**[***Stamp form of bid with official stamp of the bidder***]RETURNABLE BID SCHEDULE 2**

**BIDDER'S DETAILS**

| ITB Case No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Trade Licence title and No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address of registered office:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of bidder representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address for service of notices (if different than above):  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Facsimile number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Mobile phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| --- |

**RETURNABLE BID SCHEDULE 3**

***[ BILL OF QUANTITIES*]**

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

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

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

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

*Note to bidders: Bidders shall submit within Returnable Bid Schedule 3 (or annexed to Returnable Bid Schedule 3 if files size is prohibitively large) a Bill of Quantities*. [*Where an item is not priced and/or a rate is not provided in the Bill of Quantities such price and/or rate shall be deemed to be allocated within the total contract price.*

**RETURNABLE BID SCHEDULE 4**

**BIDDER PRELIMINARY PROGRAMME**

**AND**

**OUTLINE STATEMENT OF PROPOSED METHODS**

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

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

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

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

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

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

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

**RETURNABLE BID SCHEDULE 5**

**PROPOSED PROJECT TEAM**

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

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

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

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

*Note to bidders: Bidders shall set out below:*

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

**Key Personnel**

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

Contractor's Representative as per the Contract:

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

**RETURNABLE BID SCHEDULE 6**

**INSURANCES**

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

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

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

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

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

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

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

1. **Workers’ Compensation/Employer’s Liability Insurance**

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

1. **Contractor’s Plant and Equipment Insurance**

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

1. **Motor Insurance**

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

**RETURNABLE BID SCHEDULE 7**

**CAPACITY, EXPERIENCE, WORK IN HAND AND WORK COMPLETED**

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

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

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

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

1. **3 Similar Projects during the last** ***5* years**

| **No.** | **Project Name Location** | **Project** | **Value** |
| --- | --- | --- | --- |
|  |  |  |  |
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**To prove the completion of the similar contracts, the bidder shall submit the following documents:**

* **Copy of the contract with detailed description of the works completed**
* **Provisional/Final Acceptance Certificate**
* **Reference of completion from the employee/client**

1. **All current projects underway or committed to start**

| **No.** | **Project Name Location** | **Project** | **Value** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**3. Financial Capacity**

| **Provide documentation regarding your firm/ institution’s financial stability, including audited financial statements of the last 3 years.[[1]](#footnote-0)**  **The Contractor needs to prove that they have sufficient liquidity (cash-flow) equalling a minimum of 20% of the proposed financial offer and the ability to sustain payments to sub-contractors and employees, considering that UNOPS payment to the Contractor will be made on monthly reimbursement bases[[2]](#footnote-1).** | | | | |
| --- | --- | --- | --- | --- |
| **Item No** | **Name** | **Location** | **2018 - 2020** | **Value (ALL)** |
| 1 |  |  |  | [Bidder to insert value] |
| 2 |  |  |  | [Bidder to insert value] |
| 3 |  |  |  | [Bidder to insert value] |
| 4 |  |  |  | [Bidder to insert value] |
| 5 |  |  |  | [Bidder to insert value] |
| 6 |  |  |  | [Bidder to insert value] |
| 7 |  |  |  | [Bidder to insert value] |
| 8 |  |  |  | [Bidder to insert value] |
| 9 |  |  |  | [Bidder to insert value] |
| 10 |  |  |  | [Bidder to insert value] |

The bidder to submit the annual turnover of the last three years issued by the Tax Directorate

**4. Assets**

**Essential assets subject to evaluation**

[***List information regarding relevant assets owned or to be leased by your company]***

| **The bidder should detail information regarding the relevant facilities, and equipment that would be used on this project.**  **The bidder should also provide information related to the condition of equipment, servicing and maintenance arrangements for equipment, inspection and test certificates for equipment.** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Item No** | **Item/ Equipment Description** | **Owned** | **Leased/ Rented** | **Year of Manufacture** | **Services Tests** | **Condition** |
| 1 | 5 Ton Truck Mounted Telescopic Crane (1pcs) |  |  |  |  |  |
| 2 | Portable Concrete Mixer 1 cubic metre (4 pcs) |  |  |  |  |  |
| 3 | Scaffolding |  |  |  |  |  |
| 4 | Scaffold Hoist Capacity: up to 200kg, Max Working Height: 10 m (1pcs) |  |  |  |  |  |
| 5 | Hand tools for removing existing damaged stone and for  laying new masonry |  |  |  |  |  |
| 6 | Portable Generator (Min 10KVA ) (1pcs) |  |  |  |  |  |
| 7 | Truck(1 pcs) |  |  |  |  |  |
| 8 | Expand ladder |  |  |  |  |  |
| 9 | Excavator |  |  |  |  |  |
| 10 | Compactor |  |  |  |  |  |

**To demonstrate the ownership or lease of the equipment the bidder must provide the ownership certificate/ rental contract for the equipment. For the heavy machinery the bidder must have a valid document for operating the equipment.**

**RETURNABLE BID SCHEDULE 8**

**DECLARATION**

**United Nations Office for Project Services**

*Gurten Building, UN house*

*Skenderbej street, Tirana*

*Albania*

Dear Sir/Madam,

**Subject: Invitation to Bid for the Restoration of Kurcaj Bridge in Kruje****inKruje, Albania**. Case No. **.ITB/2021/27814**.

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

1. I am duly authorised by [***Insert name of bidder***] (the Bidder)to make this declaration on its behalf.
2. I make this declaration on behalf of the Bidder.
3. Before the Bidder submitted its bid, neither the Bidder, nor any of its employees or agents, had knowledge of the bid price proposed by any other bidder who submitted, or of any person, company, other body corporate or firm that proposed to submit, a bid in response to this ITB.
4. Before the Deadline for Bid Submission of this bid process, neither the Bidder, nor any of its employees or agents, disclosed the Bidder’s bid price to:
   1. any other bidder who submitted a bid in response to this ITB;
   2. any person, company, other body corporate or firm proposing to submit a bid in response to this ITB.
5. Neither the Bidder, nor any of its employees or agents, has provided information to:

###### any other bidder who has submitted a bid in response to this ITB;

###### any person, company, other body corporate or firm proposing to submit a bid in response to this ITB; or

###### any other person, company, body corporate or firm for the purpose of assisting in the preparation of a bid in response to this ITB.

1. The Bidder is genuinely competing for the Contract.
2. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding, other than as disclosed to UNOPS in the bid, that the successful bidder for the Contract shall pay any money to, or provide any other benefit or other financial advantage to, an industry association in respect of the Contract.
3. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that the successful bidder for the Contract shall pay any money to, or provide any other benefit or other financial advantage to, any other bidder who unsuccessfully tendered for the Contract.
4. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that bidders for the Contract would include an identical or similar condition or qualification in their bids.

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

| DECLARED at [***insert place***] on [***insert date***] before me:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of authorised witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of authorised witness  (capital letters)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address of authorised witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Witness’ Occupation  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of declarant |
| --- |

**RETURNABLE BID SCHEDULE 9**

**CONFLICTS OF INTEREST**

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

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

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

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

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

#### 

#### *UNOPS and the bidder; and*

#### *UNOPS and any subcontractor (including consultants) proposed by the bidder*

**RETURNABLE BID SCHEDULE 10**

**DISPUTE DETAILS**

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

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

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

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

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

**RETURNABLE BID SCHEDULE 11**

[**DRIVE SUSTAINABILITY QUESTIONNAIRE**](https://docs.google.com/spreadsheets/d/1els4097WPBLwrfVwNKuMNuMQvxnPdEgX/edit#gid=1676557135)

**RETURNABLE BID SCHEDULE 12**

**ADDENDA TO ITB**

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

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

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

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

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

| **Addendum Number** | **Dated** |
| --- | --- |
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**RETURNABLE BID SCHEDULE 13**

**BANK/INSURANCE COMPANY GUARANTEE FOR Bid**

[***Insert Letterhead of Bank***]

Date:  [***insert***]

To:

United Nations Office for Project Services (UNOPS)

UN House

Tirana, Albania

Dear UNOPS,

**Re: Bank Guarantee for** **Invitation to Bid – Minor Works – *Case No.ITB/2021/27814***

The United Nations Office for Project Services (UNOPS) issued a **Invitation to Bid – Minor Works – *Case No.ITB/2021/27814*** for EU4CULTURE Project\_ Support for revitalization of cultural heritage sites and monuments affected by Earthquake in Albania). In response to this ITB, [***insert name of bidder***] has informed you of its intent to submit a proposal.

As required in the ITB, we, [***insert bank***], at the request of [***insert name of bidder***], hereby irrevocably and unconditionally undertake with UNOPS that whenever UNOPS gives written notice to us stating that in your sole and absolute judgment [***insert name of bidder***] has failed to comply with the terms and conditions of its proposal, we will, notwithstanding any objection which may be made by [***insert name of bidder***], and without any right of set-off or counterclaim, immediately pay to UNOPS the sum of [***insert amount of proposal security***].

This bank guarantee is valid and will continue to be valid from the date of this letter until 30 days beyond the proposal validity period, as may be extended, after which this bank guarantee will automatically become null and void, unless a dispute arises in relation to this bank guarantee.

Any payment by us in accordance with this bank guarantee shall be in immediately available and freely transferable in ***ALL****,* free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this bank guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim from [***insert name of bidder***]and will not be discharged or otherwise prejudiced or adversely affected by any:

* time, lenience or tolerance which you may grant to [***insert name of bidder***];
* intermediate payment or other fulfilment made by us;
* change in the constitution or organisation of the [***insert name of bidder***]; or
* other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This bank guarantee may not be assigned by UNOPS to any person, firm or company other than an affiliate, without our prior written consent, which shall not be unreasonably withheld. UNOPS shall notify us in writing of any assignment, after which we shall make any payment claimed under this bank guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this bank guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being dispatched by prepaid registered post or recorded delivery (in the case of a letter) or as otherwise advised by and between the parties.

We agree that part of the proposal may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and [***insert name of bidder***], and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this bank guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that guaranteed sum does not increase or decrease.

No action, event or condition which by any applicable law may operate to free us from liability under this bank guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this bank guarantee will be irrevocable and, except as stated in this bank guarantee, unconditional in all respects.

This bank guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this bank guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this bank guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, of which UNOPS is an integral part, which are hereby expressly reserved.

Notices under this bank guarantee shall be made to:

[***insert contact information for notices***]

IN WITNESS of which the [***insert name of bank***] has duly executed this Guarantee on the date stated above.

**SIGNED** by [***insert***]

as attorney for [***insert***]

under power of attorney dated [***insert***]

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By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

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2. *Provide additional information after this page* [↑](#footnote-ref-1)