

Project: Responsive Assistance for Priority Infrastructure Development (RAPID) – Small and Minor Works –

John Garang Memorial University of Science and Technology, Bor, South Sudan

**Upgrading of John Garang Memorial University of Science and Technology, Bor,
Jonglei State – South Sudan**

United Nations Office for Project Services (“UNOPS”)

Invitation to Bid

Short Form Construction Contract

**Contract No.: Date of Issuance:
ITB Case No.UNOPS/SSOC/84027/ITB/WORKS/2012-133**

Invitation to Bid

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INVITATION LETTER

Dear Sir/Madam,

Subject: Upgrading of the John Garang Memorial University of Science and Technology, Bor, Jonglei State, Republic of South Sudan.

– **ITB Case No.: UNOPS/SSOC/84027/ITB/WORKS/2012-133**

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

The ITB consists of the following:

- This Invitation Letter;
- Bid Particulars (Section I);
- Particular Conditions (Section IA);
- Instructions to Bidders (Section II);
- Evaluation Method and Criteria (Section III);
- Returnable Bid Schedules (Section IV);
- UNOPS Short Form Construction Contract (the Contract) (Section V).

A complete set of the above bidding documents in English may be obtained from UNOPS by downloading them from our website at Current business opportunities <http://www.unops.org/ENGLISH/WHATWENEED/Pages/currentbusinessopportunities.aspx> under the **ITB Case No.: UNOPS/SSOC/84027/ITB/WORKS/2012-133**

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and process as set out in this ITB and submit your bid to UNOPS by the Closing Date set out in the Bid Particulars in Section 1 of the ITB.

We look forward to receiving your bid.

Pre-cleared - by:

Approved by:

Rula Abu Nimreh
Procurement Advisor
UNOPS – SSOC

Stephen Wayne Robinson
Procurement Authority
UNOPS – SSOC

Date:

Date:

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We look forward to receiving your bid.

Pre-cleared - by: 16/10/2012



Rula Abu Nimreh
Procurement Advisor
UNOPS – SSOC

Date: 16 Oct 2012

Approved by:



Stephen Wayne Robinson
Procurement Authority
UNOPS – SSOC

Date:



R.N

SECTION I

BID PARTICULARS

Works (Article 1)	The works include all activities at John Garang Memorial University of Science and Technology, Bor, Jonglei State, South Sudan <i>as further described in Section V of this ITB.</i>
Contact person and address for communications (Article 1)	All correspondence, notification and bids in relation to this ITB shall be sent to: Jenniferw@unops.org cc RulaN@unops.org United Nations Office for Project Services UNOPS, Procurement Unit
Excluded nationalities (Article 4)	This ITB is open only for local South Sudanese construction contracting company with a legal evidence of minimum shareholding 51% or major trustee being owned by South Sudanese nationals registered in South Sudan.
Clarifications (Article 8)	Requests for clarification from bidders will not be accepted any later than 5 days before the Closing Date. Responses to requests for clarification shall be communicated to bidders by posting responses on UNOPS' website at Current business opportunities: http://www.unops.org/ENGLISH/WHATWENEED/Pages/currentbusinessopportunities.aspx under the ITB Case No.: UNOPS/SSOC/81984/ITB/WORKS/2012-133.
Clarification Meetings (Article 9)	A clarification meeting shall be held as follows: Date: 23, October, 2012 Time: 10AM (South Sudan Time) (For local time ref, see www.greenwichmeantime.com) Location: John Garang Memorial University of Science and Technology, Bor Main Administrative Building Bor, Jonglei State South Sudan The clarification meeting is mandatory .

Site Inspections (Article 10)	<p>A group site inspection shall be held as follows:</p> <p>Date: 23, October, 2012 Time: 11.30AM (South Sudan Time)</p> <p>(For local time ref, see www.greenwichmeantime.com)</p> <p>Location: John Garang Memorial University of Science and Technology, Bor Main Administrative Building Bor, Jonglei State South Sudan</p> <p>The site inspection is mandatory.</p> <p>Bidders shall notify UNOPS 5 days in advance as to whether or not they intend to participate in the site inspection and the details of their representatives who will attend</p>
Bid validity period (Article 13)	Bids shall remain valid for acceptance by UNOPS for 90 Days from the Closing Date.
Alternative bids (Article 15)	Alternative bids will NOT be evaluated.
Bid security (Article 16)	<p>Bidders shall provide bid security in the form set out in Returnable Bid Schedule 2 – Form of Bid Security (see Section IV).</p> <p>The bid security shall be 1.2 % of the contractors bid price.</p>
Bid Currency (Article 17)	Prices shall be quoted in Dollars (USD).
Duties and Taxes (Article 18)	All bids shall be submitted net of any direct taxes.
Language of bids (Article 20)	<p>All bids, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this bid process shall be in English Language.</p> <p>Any printed literature furnished by the Bidders may be written in another language as long as accompanied by an English translation of its relevant excerpts, in which case, for purposes of interpretation of the bid, the English translation shall prevail.</p>
Closing Date (Article 21)	<p>All bids must be submitted by:</p> <p>12.00PM Juba, South Sudan Time on 06, November, 2012</p>

<p>Bid Submissions (Article 22)</p>	<p>Bids must be submitted as follows:</p> <ul style="list-style-type: none"> • By mail or personal delivery in sealed envelopes by the Closing Date. • The sealed envelopes shall contain one soft copy (in a CD) and two hardcopies. • The two hardcopies shall comprise one original hardcopy bid marked "Original". One hardcopy of the bid marked "Copy" shall also be submitted. • In the event of any discrepancy between the soft and/or hardcopies of the bid, the bid marked as "Original" shall govern. <p>The envelope shall be labelled as follows:</p> <p style="text-align: center;">***CONFIDENTIAL BID - DO NOT OPEN UNLESS AUTHORIZED***</p> <p style="text-align: center;">United Nations Office for Project Services South Sudan Operation Centre (SSOC) Behind the State Ministry of Physical Infrastructure Juba, Republic of South Sudan</p> <p>Personal delivery shall be made between the hours of 9:00am and 4:00pm on UNOPS regular working days (Monday to Friday) by the Closing Date.</p> <p style="text-align: center;">Att.: Chair Person, Bid Opening Committee. Case No.: UNOPS/SSOC/84027/ITB/WORKS/2012-133 Closing Date: 12:00PM on ,06 November,2012,Juba Time From: [<i>Insert bidder's name & details</i>]</p>
<p>Bid Opening (Article 23)</p>	<p>A public bid opening will be held on:</p> <p>Date: 6,November,2012 Time: 03:00PM (Juba time) Location:South Sudan Operation Centre (SSOC) Behind the State Ministry of Physical Infrastructure Juba, Republic of South Sudan</p> <p>Bidders or their authorized representative may attend the bid opening of the bid at the date, time and location specified above. Bidders or their authorized representative intending to attend must advise the above UNOPS contact one day before the opening. A bid opening report indicating only the total price of each offer is available to all bidders upon request. Only one representative from each company is allowed to participate in the bid opening.</p>

SECTION IA

PARTICULAR CONDITIONS

Amended Clauses:

The clauses within Section II – Instructions to Bidders, are amended in the following manner:

Article	Amended General Condition
4. Eligible Bidders	<p>Delete the first and second paragraph. Replace with:</p> <p>“A bidder must be a local South Sudanese construction contracting company with a legal evidence of minimum shareholding 51% trustee being owned by South Sudanese nationals registered in South Sudan, including a joint venture or consortium with legal capacity to enter into a binding contract with UNOPS. In case of JV and/or association 51% shareholding trustee or major ownership has to be held by South Sudanese nationals.</p> <p>A bidder, and all parties constituting the bidder, must be Local South Sudanese construction contracting company, listed in the Bid Particulars in Section I. A bidder shall not be eligible to submit a bid if and when at the time of bid submission, the bidder:</p> <p>In sub-Article 4(ii) of the second paragraph, delete the last word “or”.</p> <p>In sub-Article 4(iii) of the second paragraph, delete the full stop and replace with “; or”</p> <p>In the second paragraph, after sub-Article 4(iii), insert the following new sub-Article:</p> <p>“(iv) is a firm which operates as a commercial company or other organisation or enterprise in which states, governments or their agents or agencies have an interest.”</p>
9. Clarification Meeting	<p>Delete the first sentence of the fifth paragraph and replace with</p> <p>The clarification meeting shall be conducted for the purpose of providing background information and capacity building training in relation with the approach and techniques to the works</p>

SECTION II

INSTRUCTIONS TO BIDDERS

1. INFORMATION FOR BIDDERS

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

All correspondence, notification and bids in relation to this ITB shall be sent to the contact person and address set out in the Bid Particulars in Section I.

2. INTERPRETATION OF THE ITB

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

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

3. AMENDMENTS TO THE ITB

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

In the event UNOPS modifies the ITB, UNOPS shall post the written addendum to the ITB on UNOPS website www.unops.org under the Current business opportunities with ITB reference number: **UNOPS/SSOC/84027/ITB/WORKS/2012-133** and shall notify in writing all bidders that have confirmed their participation in this ITB.

In order to give the bidders reasonable time to take such modification into account, UNOPS may extend the Closing Date as may be appropriate under the circumstances.

4. ELIGIBLE BIDDERS

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

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

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

- (i) has been suspended or declared ineligible by UNOPS or any other entity of the United Nations system, including the World Bank;

- (ii) is on the UN 1267 terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or
- (iii) has not attended a mandatory site inspection or mandatory clarification meeting, if applicable, in accordance with Articles 9 and 10.

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

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

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

5. ERRORS OR OMISSIONS

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

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

6. BIDDERS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT

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

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

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

Bidders acknowledge that they have not relied upon any and that UNOPS, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders.

7. UNOPS SHORT FORM CONSTRUCTION CONTRACT

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

8. CLARIFICATION OF THE ITB

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

UNOPS shall gather all requests for clarification and may respond in writing to all such requests at the same time. Responses to requests for clarification shall be communicated to all bidders that received the ITB from UNOPS and, if stated in the

Bid Particulars in Section I, responses will be posted online without disclosing the names of the bidders who submitted the requests for clarification.

Alternatively UNOPS shall gather all requests for clarification and may respond to all requests in writing after a clarification meeting which may be held as set out in Article 9 of this Section.

9. CLARIFICATION MEETINGS

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

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

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

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

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

UNOPS shall prepare minutes of the clarification meeting and communicate them in writing to all bidders which received the bid documents from UNOPS shortly after the clarification meeting. The minutes shall be also posted on UNOPS website www.unops.org under the Current business opportunities with reference number: **UNOPS/SSOC/84027/ITB/WORKS/2012-133**

10. SITE INSPECTION

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

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

Bidders participating in a site inspection shall be responsible for:

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

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

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

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

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

11. CONTENT OF BID SUBMISSIONS

11.1

Returnable Bid Schedules

Bids shall include only a fully completed and dated set of the Returnable Bid Schedules, including only the information required by each Returnable Bid Schedule, either completed on the Returnable Bid Schedule document or annexed to the document, as the case may be, each signed in accordance with Article 19 by a person authorised by the bidder to bind it. The Returnable Bid Schedules are set out in Section IV.

11.2

Other Information

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

12. REMUNERATION FOR AND COSTS OF BIDS

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

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

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

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

13. BID VALIDITY PERIOD

Bids shall remain valid for acceptance by UNOPS for the entire period set out in the Bid Particulars in Section 1.

14. PARTIAL BIDS

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

15. ALTERNATIVE BIDS

Alternative bids will not be evaluated unless stated otherwise in the Bid Particulars in Section I.

If a bidder submits an alternative bid, it shall mark the original bid as "Initial Bid" and any subsequent bid as "Alternative Bid".

If the Bid Particulars in Section I do not state that alternative bids may be evaluated, and a bidder submits more than one bid:

- (i) All bids marked as "Alternative Bid" will be disqualified and only the bid marked as "Initial Bid" will be evaluated; or,

- (ii) All bids will be rejected if no indication is provided as to which bid is the original bid and which is/are the alternative bid(s).
- If:
- (i) the Bid Particulars in Section I state that alternative bids may be evaluated;
 - (ii) the bidder has submitted an Initial Bid and an Alternative Bid which meets the requirements of this Article 15; and
 - (iii) the bidder's Initial Bid has been evaluated and that bidder has been assessed as the preferred bidder,

then UNOPS may consider, entirely in its own discretion, the Alternative Bid of the preferred bidder.

16. BID SECURITY

If the Bid Particulars in Section I state that bidders shall provide bid security, the bid security shall be in the form set out in Returnable Bid Schedule 2 – Form of Bid Security (see Section IV) and shall be for the amount set out in the Bid Particulars in Section I.

The bid security shall be issued by a reputable banking institution. Reputable banking institutions are banks certified by the central bank of the country where the bank is located, to operate as a commercial bank. UNOPS may, at its discretion, reject any bid security that does not comply with this requirement.

The bid security shall remain valid for the entire Bid Validity Period.

UNOPS shall have the right to request payment under the bid security:

- (i) if the bidder withdraws its bid prior to the end of the Bid Validity Period; or
- (ii) in the case of a successful bidder, if the bidder fails to sign the Contract resulting from this bid process in accordance with the terms and conditions set forth in its bid.

Unsuccessful bidders shall liaise with UNOPS to collect their bid security, which UNOPS shall make available to bidders within fifteen days after a bid has been rejected.

UNOPS shall return the bid security to the successful bidder within fifteen days after UNOPS and the successful bidder have entered into the Contract.

17. BID PRICE(S)

Prices in the bid shall be quoted in the currency stated in the Bid Particulars in Section I. If applicable, for comparison and evaluation purposes, UNOPS will convert

the bid prices into USD at the official United Nations rate of exchange in force at the time of the Closing Date.

18. DUTIES AND TAXES

All bids shall be submitted exclusive of any direct taxes and any other taxes and duties, as specified in the Bid Particulars in Section I.

19. SIGNATURE OF BIDS

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

20. LANGUAGE OF BIDS

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

21. CLOSING DATE

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

22. BID SUBMISSION

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

Bids that are not submitted in accordance with the provisions set out in the Bid Particulars in Section I may be rejected.

23. OPENING OF BIDS

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

24. PRELIMINARY EXAMINATION

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

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

25. CLARIFICATION OF BIDS

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

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

26. EVALUATION METHODOLOGY AND CRITERIA

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

27. OTHER UNOPS RIGHTS

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

In addition to its rights to clarify and amend this ITB, UNOPS may, in its absolute discretion, do all or any of the following:

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

28. COLLECTION OF REJECTED OR UNSUCCESSFUL BIDS

UNOPS shall make rejected bids available for collection by the bidders within fifteen days of their rejection in the case of rejected bids, or within fifteen days of the execution of the Contract between UNOPS and the successful bidder in the case of unsuccessful bids.

UNOPS shall not be responsible for returning rejected and unsuccessful bids to the bidders at its own costs.

29. CONFIDENTIALITY

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

- (i) remain the property of UNOPS;
- (ii) not be used for any purpose other than the purpose of preparing a bid; and
- (iii) be immediately returned to UNOPS in the event the bidder declines to respond to this ITB, or, in the event of a rejected or an unsuccessful bid, within fifteen days of being notified by UNOPS that its bid was rejected or unsuccessful.

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

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

30. ETHICS AND CORRUPT PRACTICES

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

- (i) have not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the bid process and any contract that may be awarded a result of this bid process;
- (ii) have no conflict of interest that would prevent them from entering into a contract with UNOPS, and shall have no interest in other bidders or parties involved in this bid process or in the project underlying this bid process;

- (iii) have not engaged, or attempted to engage, in any Corrupt Practices in connection with this bid process or the contract that may be awarded as a result of this bid process. For the purposes of this provision, Corrupt Practices shall mean any of the following:
- bribery: the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring works, or executing contracts;
 - extortion or coercion: the act of attempting to influence the process of procuring works, or executing contracts by means of threat of injury to person, property or reputation;
 - fraud: the misrepresentation of information or facts for the purpose of influencing the process of procuring works, or executing the contracts, to the detriment of UNOPS or other participants; or
 - collusion: the agreement between bidders designed to result in bids at artificial prices that are not competitive.
- (iv) have not been involved in, either directly or indirectly, nor have they funded, either directly or indirectly, any terrorist activities, notably upon basis of the consolidated list of individuals belonging to or associated with terrorist entities as established and maintained by the United Nations 1267 Committee.

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

31. AUDIT

Any bidder participating in this bid process shall agree to cooperate with the Office of Internal Oversight Services of the United Nations, UNOPS Internal Audit and Investigations Group as well as with any other investigation units authorized by UNOPS Executive Director and UNOPS Ethics Officer to investigate any allegation of misconduct, and in particular any allegation of a breach of Article 30 above, in connection with this bid process or any contract that may be awarded as a result of this bid process.

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

The failure of a bidder to comply with any of the above representations and warranties shall give UNOPS the right to disqualify the bid submitted by such bidder, and to terminate any contract that may have been awarded as a result of this bid

process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the bidder may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

32. BID PROTEST

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

SECTION III EVALUATION METHOD AND CRITERIA

33. EVALUATION

Following the preliminary examination, bids shall be evaluated according to a two-step procedure:

1. Firstly, bids shall be evaluated for technical compliance based on the following three categories as well as a pass or fail system for certain required submissions as listed below. The three categories are:
 - technical expertise, capacity, resources, key personnel and experience;
 - Source of materials, work program and method statement; and
 - Capacity building and local content; and
 - Health, safety and environment.
2. Secondly, bids that are found to be technically compliant shall be evaluated based on price and value for money, analysing all relevant costs, risks and benefits of each bid throughout the whole life cycle of the works and in the context of the project as a whole. The lowest priced bid will not necessarily be accepted. Bids that are priced above or below 20% of the Engineer's Estimate shall be disqualified.

34. CLARIFICATION OF BIDS

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

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

35. CRITERIA

34.1 PRELIMINARY EVALUATION

Prior to evaluating the bids, UNOPS will undertake a preliminary examination of the bids in accordance with Article 24 in section II of the ITB and may require further clarification in accordance with Article 25.

All Returnable Bid Schedules must be correctly filled out.

34.2 TECHNICAL EVALUATION

Bids shall be evaluated for technical compliance using a combination of two methods;

1. A point system measured against satisfaction of the technical criteria set out in the tables below; and
2. A “pass or fail” system based on satisfaction of the submission requirements listed below.

Bidders may be requested to submit evidence in support of the information provided in their offers.

In order for the bids to qualify for further (financial) evaluation, the bids must achieve:

1. A total of at least **70%** for the overall score; and
2. A **pass** for the submission requirements listed below.

34.2.1 POINTS SYSTEM

Overall Weighting:

Final scores for each category of criteria set out in the tables below will be weighted as follows:

Criteria:	Weight
1. Technical expertise, capacity, resources, key personnel and experience;	50
2. Source of materials, proposed subcontractors & supplies, work program and method statement:	30
3. Capacity building and local content	10
4. Health, safety and environment:	10

Technical categories, criteria and scoring:

- (a) Technical expertise, capacity (technical& financial), resources, key personnel and experience;

The bidder will be evaluated against the following criteria and a score out of a possible 10 points will be awarded for each individual criterion:

<i>Item no.</i>	<i>Returnable Bid Schedule</i>	<i>Evaluation Criteria</i>	<i>Weighting</i>
1.	<i>Bid schedule 6</i>	<i>Demonstrates availability of an experienced project team, and key personnel to perform the Works and good project management structure.</i>	20
2	<i>Bid schedule 8</i>	<i>Demonstrates ownership of or access to adequate equipment to perform the works.</i>	20
3.	<i>Bid schedule 9</i>	<i>Demonstrates knowledge of and experience working in South Sudan, and a proven track record in successfully delivering projects similar to this project.</i>	20
4.	<i>Bid Schedule 9</i>	<i>Demonstrates financial capacity to mobilise resources and start work immediately.</i>	20
5.	<i>Bid Schedule 9</i>	<i>Demonstrates financial capacity to undertake this contract within the current workload.</i>	20

Note: All resources of the bidder necessary for the implementation of the works (personnel, liquid assets, equipment, etc) shall be evaluated net of any liabilities and commitments under the currently ongoing or recently awarded contracts.

Scoring:

<i>0 – 2.5</i>	<i>Requirements are not met and the proposal is inadequate.</i>
<i>2.5 – 5</i>	<i>Capacity, resources & experience requirements are partially met and are not sufficient. The proposal partially meets the technical and project management requirements for this project and is not sufficient.</i>
<i>5 – 7.5</i>	<i>Capacity, resources & experience requirements are met. The proposal meets the technical, and project management requirements but with minor issues.</i>
<i>7.5 – 10</i>	<i>Capacity, resources & experience requirements are met. The proposal demonstrates very good knowledge and experience for this project.</i>

(b) Source of materials, proposed subcontractors & supplies, work program and method statement:

The bidder will be evaluated against the following criteria and a score out of a possible 10 points will be awarded for each individual criterion:

<i>Item no.</i>	<i>Returnable Bid Schedule</i>	<i>Evaluation Criteria</i>	<i>Weighting</i>
1.	<i>Bid schedule 5</i>	<i>Demonstrates optimal work program.</i>	35
2.	<i>Bid schedule 12</i>	<i>Demonstrates optimal method statement to deliver this project.</i>	35
3.	<i>Bid schedule 12</i>	<i>Demonstrates knowledge and access to all construction materials for this project.</i>	30

Scoring:

0 – 2.5	<i>Requirements are not met and the proposal is inadequate.</i>
2.5 – 5	<i>Provide average turnover less than US\$ 100,000 but above /equal to US\$ 50,000 with audited financial statement and bank statements provided.</i>
5 – 7.5	<i>Provide average turnover for the last three year below US\$ 200,000 but above /equal to US\$ 100,000 with audited financial statement and bank statements provided</i>
7.5 – 10	<i>Provide average turnover for the last three year equal to or exceeding US\$ 200,000 with audited financial statement and bank statements provided.</i>

(c) Capacity building and local content:

The bidder will be evaluated against the following criteria and a score out of a possible 10 points will be awarded for each individual criterion:

<i>Item no.</i>	<i>Returnable Bid Schedule</i>	<i>Evaluation Criteria</i>	<i>Weight</i>
1.	<i>Bid schedule 6 & 7</i>	<i>The Bidders proposal demonstrates optimal capacity building within South Sudanese communities.</i>	100%

Scoring:

0 – 2.5	<i>Requirement are not met and the proposal is inadequate</i>
2.5 – 5	<i>Work program and/or method statement have been submitted but do not provide sufficient details to enable UNOPS to adequately evaluate the planned execution, staging and allocation of resources for the works. Or, planned execution, staging and allocation of resources for the works is not acceptable.</i>
5 – 7.5	<i>Work program and method statement have been submitted and provide sufficient details to enable UNOPS to adequately evaluate the planned execution, staging and allocation of resources for the works. Planned execution, staging and allocation of resources for the works is good.</i>
7.5 – 10	<i>Work program and method statement have been submitted and both have sufficient details to enable UNOPS to adequately evaluate the planned execution, staging and allocation of resources for the works. Planned execution, staging and allocation of resources for the works is excellent.</i>

(d) Health, safety and environment:

The bidder will be evaluated against the following criteria and a score out of a possible 10 points will be awarded for each individual criterion:

Item no.	Returnable Bid Schedule	Evaluation Criteria	Weighting
1.	Bid schedule 10	The Bidders health and safety proposal demonstrate optimal compliance with the UNOPS health and safety plan.	50
2.	Bid Schedule 10	The Bidders environmental proposal demonstrates optimal compliance with the UNOPS environmental mitigation and monitoring plan.	50

Scoring:

0 – 2.5	The bidder has not included South Sudanese employees in its key personnel and the bidder has failed to submit a proposal under Returnable Bid Schedule 7.
2.5 – 5	The bidder has not included South Sudanese employees in its key personnel and the bidder's proposal under Returnable Bid Schedule 7 is inadequate.
5 – 7.5	The bidder has included at least one South Sudanese employee in its key personnel and/or the bidder's proposal under Returnable Bid Schedule 7 demonstrates adequate capacity building.
7.5 – 10	The bidder has included at least two South Sudanese employees in its key personnel and/or the bidder's proposal under Returnable Bid Schedule 7 demonstrates optimal capacity building.

34.2.2 PASS or FAIL SYSTEM

Returnable Bid Schedule 1 - Form of Bid:

The bidder has signed the form of bid.

Pass / Fail

Returnable Bid Schedule 2 - Bid Security

The bidder's bid security complies with the ITB's requirement. The wording of the Form of Bid must follow the format provided with no omissions or additions. The amount of the Bid Security must be as per Article 16 of the Bid Particulars.

Pass / Fail

RETURNABLE BID SCHEDULE 3 - BIDDER'S DETAILS

The bidder's details are correctly filled out and the Bidder submitted proof Certificate of **valid registration** under the legal and regulatory requirements of bidder's country of incorporation.

Pass / Fail criteria will be used

Returnable Bid Schedule 8 – Insurances

The Bidder has confirmed that they will provide the required insurance policies.

Pass / Fail

Returnable Bid Schedule 13 – Declaration

The bidder has signed the declaration.

Pass / Fail

Returnable Bid Schedule 14 – Conflicts of Interest

The bidder's filled out this schedule.

Pass / Fail

Returnable Bid Schedule 15 – Dispute Details

The bidder's filled out this schedule.

Pass / Fail

Returnable Bid Schedule 16 – Addenda to ITB

The bidder's filled out this schedule.

Pass / Fail

Note: The details in Returnable Bid Schedules 3, 14, 15 and 16 must be completed correctly.

A bid shall be rejected at the technical evaluation stage if it fails to achieve the minimum technical threshold of **70%** of the obtainable score of **100** points and/or any one of the pass / fail requirements.

34.3 FINANCIAL EVALUATION CRITERIA

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

Returnable Bid Schedule 4 – Bill of Quantities:

- For the purpose of evaluating the bids, only the value of the Bill of Quantities shall be used.
- For the purpose of awarding the Contract, the Contract Price shall be equal to the value of the Bill of Quantities only.

Bids shall be evaluated based on price and value for money, analysing all relevant costs, risks and benefits of each bid throughout the whole life cycle of the works and in the context of the project as a whole. The lowest priced bid will not necessarily be accepted.

- **Bids that are priced above or below 20% of the Engineer's Estimate shall be disqualified.**

SECTION IV RETURNABLE BID SCHEDULES

Note to Bidders: Instructions to complete each Returnable Bid Schedule are contained in each schedule.

Bidders must complete all the Returnable Bid Schedules as instructed.

SCHEDULE 1	Form of Bid
SCHEDULE 2	Form of Bid Security
SCHEDULE 3	Bidder's Details
SCHEDULE 4	Bill of Quantities
SCHEDULE 5	Bidder Preliminary Programmes
SCHEDULE 6	Proposed Project Team and Organizational Structure
SCHEDULE 7	Capacity Building and Local Content
SCHEDULE 8	Insurances
SCHEDULE 9	Capacities, Experience, Work in Hand and Work Completed
SCHEDULE 10	Works Management System
SCHEDULE 11	Proposed Subcontractors and Suppliers
SCHEDULE 12	Proposed Sources of Naturally Occurring Materials and Outline Statement of Proposed Methods
SCHEDULE 13	Declarations
SCHEDULE 14	Conflicts of Interest
SCHEDULE 15	Dispute Details
SCHEDULE 16	Addenda to ITB

Returnable Bid Schedule 1

FORM OF BID

United Nations Office for Project Services
South Sudan Operations Centre – SSOC
Behind the State Ministry of Physical Infrastructure
Juba, South Sudan

Dear Sir/Madam,

Subject: Bid for Upgrading of the John Garang Memorial University of Science and Technology, Bor, Jonglei State, Republic of South Sudan.

ITB Case No. **UNOPS/SSOC/84027/ITB/WORKS/2012-133-.....**, dated
.....

1. We, [**Name of Bidder**], hereby submit a bid for the construction of the above-referenced works in response to the above-referenced ITB.
2. We warrant that in preparing and submitting this bid, we have complied with, and are willing to be bound by, any and all of the requirements and provisions of the above-referenced ITB, including the terms and conditions of the Contract as set out in Section V of the ITB.
3. Based on the above, our proposed Contract Price is: [**Insert Proposed Contract Price in numbers and letters**].
4. Our bid shall remain valid for UNOPS' acceptance until **ninety (90) days** from the Closing Date.
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
6. If we attend a site inspection we agree to release UNOPS from all, and indemnify UNOPS in respect of any damage, expense, loss or liability of any nature suffered or incurred by UNOPS as a result of;
 - (i) loss of or damage to any real or personal property;
 - (ii) personal injury, disease or illness to, or death of, any person;
 - (iii) financial loss or expense, arising out of the carrying out of that site inspection; and

(iv) transportation by UNOPS to the site (if provided) as a result of any accidents or malicious acts by third parties.

7. Enclosed is a bid security in the sum of **[insert amount]** in the form set out in the Returnable Bid Schedule 2 – Form of Bid Security, issued by **[insert name of bank]**.

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:

In witness of:

Name:

Title:

Date:

Signature:

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

RETURNABLE BID SCHEDULE 2

FORM OF BID SECURITY

BANK GUARANTEE FOR BID

[Insert Letterhead of Bank]

Date: **[insert]**

To: **[insert]**

United Nations Office for Project Services (UNOPS)
South Sudan Operations Centre – SSOC
Behind the State Ministry of Physical Infrastructure
Juba, South Sudan

Dear **[insert]**

Re: Bank Guarantee for Bid in response to Invitation to Bid, Case No. [Insert Case No.]

The United Nations Office for Project Services (UNOPS) issued an Invitation to Bid for the **Upgrading of the John Garang Memorial University of Science and Technology, Bor, Jonglei State, Republic of South Sudan.**, Case No. **UNOPS/SSOC/84027/ITB/WORKS/2012-133** (ITB). In response to this ITB, **[insert name of bidder]** has informed you of its intent to submit a bid.

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 bid, 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 bid security]**.

This bank guarantee is valid and will continue to be valid from the date of this letter until fifteen (15) days from the notice from UNOPS that the bid submitted by **[insert name of bidder]** has been rejected in the case of a rejected bid or after fifteen (15) days from the signature of a contract between UNOPS and the successful bidder, 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 USD, 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 bid 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*]

in the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness

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

RETURNABLE BID SCHEDULE 3

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:

Note to bidders; Bidders shall submit a valid certificate of registration under the legal and regulatory requirement of the bidder's country of incorporation.

RETURNABLE BID SCHEDULE 4
BILLS OF QUANTITIES

ITB Case No.:

Name of bidder:

Date:

—

Signature:

Note to bidders: Bidders shall submit fully priced Bills of Quantities (BOQ) annexed to Returnable Bid Schedule 4. BOQ is attached as Annex A.

Where an item is not priced and/or a rate is not provided in the Bills of Quantities, such price and/or rate shall be deemed to be allocated within the total contract price.

The bidder's declaration of Unit Prices must be correctly filled out to obtain total amounts.

Additions/deductions to the bid BOQ is unacceptable. This document will also form as basis for any variation values in the project. Where there is discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate by the corresponding quantity, the unit rate shall prevail and the total amount shall be corrected. If there is a discrepancy between words and figures the amount in words will prevail.

The quantities stated in the BOQ are indicative only.

RETURNABLE BID SCHEDULE 5

BIDDER PRELIMINARY PROGRAMME

ITB Case

No.: _____

Name of bidder:

Date:

—

Signature:

Note to bidders: Bidders shall submit a preliminary programme for the execution 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, and shall submit their bid on the basis of an assurance that the works can be completed by the Time for Completion and the milestone dates identified in the Contract.

The preliminary programme shall be prepared in sufficient detail to enable UNOPS to adequately evaluate the planned execution, staging and allocation of resources for the works.

The preliminary programme shall show the dates when the milestones identified in the Contract shall be achieved. It shall also include and/or be accompanied by:

- (i) a programme narrative that describes the mechanisms and assumptions made in preparing the programme; and*
- (ii) a critical path analysis for the execution of the works which shall clearly show the float times available within the programme and the earliest start/earliest finish and latest start/latest finish times for each and every activity.*
- (iii) The following key items are to be included in the programme:*

- Details of timelines for mobilization of plant, machinery and personnel and commitment to start the works within 14 days from the date of signing the contract.
- Construction periods for all activities

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

RETURNABLE BID SCHEDULE 6

PROPOSED PROJECT TEAM AND ORGANIZATIONAL STRUCTURE

ITB Case

No.: _____

Name of bidder:

Date:

—

Signature:

Note to bidders: Bidders shall set out below:

1. *the key personnel that the bidder propose to assign to the execution of the works;*
[Note: A priority for UNOPS is capacity development in South Sudan. Bidders are encouraged to include South Sudanese nationals, if appropriately qualified, in their key personnel. Alternatively Bidders are to demonstrate how they intend to contribute to capacity building in accordance with Returnable Bid Schedule 7];
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 in the format set out below for each of the key personnel;*
3. *the proposed organisational structure for carrying out the works. Bidders are to attach a chart indicating the bidder's organisation structure; and*
4. *the bidder's representatives who are authorized to sign Contract. The bidder shall provide a copy of such authorization*

The minimum required key personnel and their required qualifications are set out in the below table:

Key Personnel

Ref #	Key Personnel	Qualifications and Experience	
1	Project Manager	5 years work experience	
		Degree holder	
		4 projects of a similar nature	

2	Site Engineer	3 years work experience	
		Higher Diploma or equivalent	
		3 projects of a similar nature	
3	Site Foreman	3 years work experience	
		2 projects of a similar nature	

Contractor's Representative as per the Contract:

No.	Position Description	Name	Years Exp
1	Contractor's Representative	[Insert Name]	[Insert No.]

PERSONNEL & RESUME FORM

The Bidder shall provide details of the proposed personnel and their experience records in the following resume form: Use one sheet per staff member.

Position			
Personnel information	Name		Date of birth
	Professional qualifications		
	Nationality		
Present employment	Name of employer		
	Address of employer		
	Telephone		Contact (manager / personnel officer)
	Fax		E-mail
	Job title		Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Name & Signature of personnel :

Date:

RETURNABLE BID SCHEDULE 7
CAPACITY BUILDING AND LOCAL CONTENT

ITB Case

No.: _____

Name of bidder:

Date:

—

Signature:

Note to Bidders: A priority for UNOPS is capacity development in South Sudan. In addition to the requirements in Returnable Bid Schedule 6, Bidders shall submit a proposal describing how they intend to develop capacity within the local community, for example, through a training program or on the job training, apprenticeships etc. Bidders shall also include a description of those parts of the Works to be provided by local South Sudanese sub-contractors, suppliers and labour available from local communities.

RETURNABLE BID SCHEDULE 8

INSURANCES

ITB Case

No.: _____

Name of bidder:

Date:

—

Signature:

Note to bidders: Bidders will be required to provide the insurance policies required under clause 14 and the Schedule of Details of the Contract.

Bidders must indicate below whether they will provide the following insurance policies:

1. *Construction All Risks Insurance/Third Party Liability Insurance*
2. *Workers' Compensation/Employer's Liability Insurance*
3. *Contractor's Motor vehicle, Plant and Equipment Insurance*

*The bidder **must** circle yes or no below:*

We, the bidder, confirm that we will provide the above insurance policies: **YES**
NO

Bidders Signature

RETURNABLE BID SCHEDULE 9

CAPACITY, EXPERIENCE, WORK IN HAND AND WORK COMPLETED

ITB Case

No.: _____

Name of bidder:

Date:

Signature:

The bidders must provide the following details:

- 1. Bank statements for the last 12 months:**
(Bidders must attach company bank statements for the last 12 months)
- 2. Similar projects during the last 3 years:**
(Bidders must attach a list with the names, locations, client (with email & phone no.) and value of similar projects carried out in the last three years)
- 3. All current projects underway or committed to start:**
(Bidders must attach a list with the names, locations, client (with email & phone no.) and value of all current/committed projects)
- 4. Average annual turnover for the last three years:**
(Bidders must attach a summary of the total annual turnover for the last three years)

Bidders should have annual construction turnover of minimum or equivalent to the value as quoted against the bid in any one of the last three (3) years

5. Assets/Equipment

Essential assets subject to evaluation

Bidders must demonstrate adequate ownership of, or access to hire the following equipment listed below by completing the equipment form below for each item of equipment.

S/N	EQUIPMENT DESCRIPTION	UNIT/QUANTITY
1	Tipper Trucks (min 12 ton)	1
2	Plate compactor	1

S/N	EQUIPMENT DESCRIPTION	UNIT/QUANTITY
3	Concrete Mixer	1
4	Porker Vibrator	1
5	Basic tools for on-site concrete testing (Slump test & Cube testing, etc)	1

Equipment form

The Bidder shall provide adequate information to clearly demonstrate that it has the capability to meet the requirements for the key equipment listed above. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information is only required for equipment not owned by the Bidder:

Owner	Name of owner
	Address of owner

	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

RETURNABLE BID SCHEDULE 10
WORKS MANAGEMENT SYSTEM

ITB Case

No.: _____

Name of bidder:

Date:

—

Signature:

Note to bidders:

A health and safety plan is attached to the contract as Annex D. An environmental mitigation and monitoring plan is attached as Annex E to the contract.

The bidder must comply with the requirements of these plans.

The bidder must submit a proposal on how they intend to comply with the requirements set out in each of the plans. A separate proposal must be submitted for each plan.

RETURNABLE BID SCHEDULE 11
PROPOSED SUBCONTRACTORS AND SUPPLIERS

Not used

RETURNABLE BID SCHEDULE 12
PROPOSED SOURCES OF MATERIALS
AND
OUTLINE STATEMENT OF PROPOSED METHODS

ITB Case

No.: _____

Name of bidder:

Date:

—

Signature:

Note to Bidders: Bidders shall provide details of where they will obtain the following materials; fine and course aggregates, gravel, cement and reinforcements.

Bidders must also provide an outline method statement setting out, how they intend to execute each stage and construct the works.

Bidders must explain how they will coordinate with the local authorities in order to obtain all required authorizations and make sure that the project will be implemented on schedule.

RETURNABLE BID SCHEDULE 13

DECLARATION

United Nations Office for Project Services
South Sudan Operations Centre – SSOC
Behind the State Ministry of Physical Infrastructure
Juba, South Sudan

Dear Sir/Madam,

**Subject: Invitation to Bid for Upgrading of the John Garang Memorial
University of Science and Technology, Bor, Jonglei State, Republic of South
Sudan, Case No. UNOPS/SSOC/84027/ITB/WORKS/2012-133**

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 closing date of this bid process, neither the Bidder, nor any of its employees or agents, disclosed the Bidder's bid price to:
 - (i) any other bidder who submitted a bid in response to this ITB;
 - (ii) any person, company, other body corporate or firm proposing to submit a bid in response to this ITB.
5. Neither the Bidder, nor any of its employees or agents, has provided information to:
 - (i) any other bidder who has submitted a bid in response to this ITB;
 - (ii) any person, company, other body corporate or firm proposing to submit a bid in response to this ITB; or
 - (iii) any other person, company, body corporate or firm for the purpose of assisting in the preparation of a bid in response to this ITB.
6. The Bidder is genuinely competing for the Contract.
7. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding, other than as disclosed to UNOPS in the bid, that the successful bidder for the Contract shall pay any

money to, or provide any other benefit or other financial advantage to, an industry association in respect of the Contract.

8. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that the successful bidder for the Contract shall pay any money to, or provide any other benefit or other financial advantage to, any other bidder who unsuccessfully tendered for the Contract.
9. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that bidders for the Contract would include an identical or similar condition or qualification in their bids.

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

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

Signature of authorised witness

Name of authorised witness
(capital letters)

Address of authorised witness

Witness' Occupation

Signature of declarant

RETURNABLE BID SCHEDULE 14

CONFLICTS OF INTEREST

ITB Case

No.: _____

Name of bidder:

Date:

Signature:

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

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

RETURNABLE BID SCHEDULE 15

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 16

ADDENDA TO ITB

ITB Case

No.: _____

Name of bidder:

Date:

—

Signature:

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

Addendum Number	Dated

SECTION V: UNOPS SHORT FORM CONSTRUCTION CONTRACT

[Insert UNOPS Short Form Construction Contract]