

**Kabul Irrigation Project 00082994**

**Invitation to Bid for the Construction and Improvement of 4.0 km  
Road from Bakhtiaran to Deh Yahya under the Project for  
Rehabilitation of Small Irrigation Facilities and Village Accessibility in  
Dehsabz Area, Kabul Province (Lot 6)  
United Nations Office for Project Services (“UNOPS”)**

# **Invitation to Bid**

## **Measured Price Construction Contract**

**Contract No.: UNOPS/AGOC/ITB/035/12**

**Date of Issuance: 23-October-12**

**ITB Case No.: UNOPS/AGOC/ ITB/035/12**

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## INVITATION LETTER

Dear Sir/Madam,

**Subject:** Invitation to Bid for the Construction and Improvement of 4.0 km Road from Bakhtiaran to Deh Yahya under the Project for Rehabilitation of Small Irrigation Facilities and Village Accessibility in Dehsabz Area, Kabul Province (Lot 6) within Grant Project for Community Development of The Government of Japan in Afghanistan. ITB Case No.: UNOPS/AGOC/ ITB/035/12

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);
- 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).

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 Deadline for Bid Submission set out in the Bid Particulars in Section I of the ITB.

We look forward to receiving your bid.

**Pre cleared by:**

Name: Farouk Hirzalla

Title: Procurement and Contracts Officer

Date: 24 October 2012

Signature: 

**Approved by:**

Name: Moin Karim

Title: Deputy Regional Director

Date: 24 October 2012

Signature: 



## SECTION I

### BID PARTICULARS

Works (Article 1)	The works include the Invitation to Bid for the Construction and Improvement of 4.0 km Road from Bakhtiaran to Deh Yahya under the Project for Rehabilitation of Small Irrigation Facilities and Village Accessibility in Dehsabz Area, Kabul Province (Lot 6) within Grant Project for Community Development of The Government of Japan in Afghanistan <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:  Mahbobulhaq FAIZI United Nations Office for Project Services (UNOPS), AGOC Jalalabad Road, UNOCA compound UNOPS, Afghanistan Email: <a href="mailto:mahbobulhaqf@unops.org">mahbobulhaqf@unops.org</a>
Excluded nationalities (Article 4)	No nationalities are excluded from submitting a bid.
Clarifications (Article 8)	Requests for clarification from bidders will not be accepted any later than 7 calendar days before the Closing Date.  Responses to requests for clarification shall be communicated to bidders by posting responses on UNOPS' website at <a href="http://www.unops.org">www.unops.org</a> under ITB case no. UNOPS/AGOC/ITB/035/12
Clarification Meetings (Article 9)	A clarification meeting shall be held as follows:  Date: 04-November-2012 Time: 11:00 hrs Kabul Time Location: Location: The United Nations Office for Project Services, Afghanistan Operations Centre, United Nations Operations Centre Afghanistan, Main Jalalabad Road, Kabul, Afghanistan.  Bidders interested to participate in Clarification Meeting, shall communicate the names of their representative via email well in advance to <a href="mailto:mahbobulhaqf@unops.org">mahbobulhaqf@unops.org</a> for the purpose of accessing the UN Compound.
Site Inspections (Article 10)	With reference to bid drawings, bidders may carry out their own site inspection. Such inspection may be carried out without the prior written approval of UNOPS.
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)	Bidders shall provide bid security in the form set out in Returnable Bid Schedule 2 – Form of Bid Security (see Section IV).  The bid security shall be in the amount of USD \$ 20,000 (United States Dollars Twenty Thousand only). The Bid Security shall be provided in the original along with your bid and shall be valid for 90 days.

Bid Currency (Article 17)	Prices shall be quoted in United States dollars.
Duties and Taxes (Article 18)	All bids shall be submitted net of any direct taxes, customs duties and indirect taxes, such as sales taxes, VAT, taxes on commodities such as fuel.
Language of bids (Article 20)	All bids, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this bid process shall be in the English language.
Closing Date (Article 21)	All bids must be submitted by 14:00 hrs Kabul Local Time on 15 November 2012 to The United Nations Office for Project Services, Afghanistan Operations, UNOCA Compound, Jalalabad Road, Kabul, Afghanistan.
Bid Submissions (Article 22)	<p>Bids must be submitted as follows:</p> <p>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" and one hardcopy of the bid marked "Copy". In the event of any discrepancy between the soft and/or hardcopies of the bid, the hardcopy bid marked as "Original" shall govern.</p> <p>The envelope shall be labeled as follows:</p> <p><b>***CONFIDENTIAL BID - DO NOT OPEN UNLESS AUTHORIZED***</b>  <b>Bid for ITB – Case No. UNOPS/AGOC/ITB/035/012</b></p> <p><b>By Mail/courier</b>  United Nations Office for Project Services  Project No. UNOPS/AGOC/ITB/035/012  UNOCA compound, Jalalabad Road, Kabul,  UNOPS, Afghanistan</p> <p>Personal delivery shall be made between the hours of 08:00 and 15:30 on UNOPS regular working days and by the closing date.</p> <p>Att.: Chair Person, Bid Opening Committee.</p> <p><b>By Personal delivery</b>  Same address as above</p>
Bid Opening (Article 23)	Bids will be opened at 15:00 hrs Kabul time on 15 <sup>th</sup> November 2012 at UNOPS Office, Afghanistan.

## **SECTION II**

### **INSTRUCTIONS TO BIDDERS**

#### **1. INFORMATION FOR BIDDERS**

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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**

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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**

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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 will notify in writing all bidders that have received the ITB from UNOPS of such modification.

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**

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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 Work 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) does not possess valid registration with Afghanistan Investment Support Agency (AISA);
- (iv) 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**

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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**

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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 MEASURED PRICE CONSTRUCTION CONTRACT**

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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**

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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**

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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.

## **10. SITE INSPECTION**

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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**

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### **11.1**

#### **Returnable Bid Schedules**

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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**

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

## **12. REMUNERATION FOR AND COSTS OF BIDS**

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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.

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### **13. BID VALIDITY PERIOD**

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Bids shall remain valid for acceptance by UNOPS for the entire period set out in the Bid Particulars in Section I. A bid valid for a shorter period shall be rejected by UNOPS as non-responsive.

In exceptional circumstances, prior to the expiration of the bids validity period, UNOPS may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A bidder granting the request shall not be required or permitted to modify its bid.

### **14. PARTIAL BIDS**

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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**

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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**

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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 a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with Instructions to Bidders, Clause 13.

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 organise with UNOPS to collect their bid security, UNOPS will make this available to bidders within fifteen days after a bid has been rejected or declared unsuccessful. UNOPS shall return the bid security to the successful bidder within fifteen days after UNOPS and the successful bidder have entered into the Contract and performance security has been furnished, if requested.

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## **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.

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## **18. DUTIES AND TAXES**

UNOPS is a tax exempt entity. All bids shall be submitted net of any direct taxes and any other taxes and duties, as specified in the Bid Particulars in Section I.

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## **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.

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## **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.

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## **21. DEADLINE FOR SUBMISSION OF BIDS**

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 and time. UNOPS may reject any bid received after the deadline.

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## **22. BID SUBMISSION**

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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. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS**

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Prior to the deadline prescribed for submission of bids, a Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice.

Bids requested to be withdrawn in accordance with Instructions to Bidders Clause 23 shall be shredded if there is no requirement for Bid Security or shall be returned unopened to the Bidders if a Bid Security is required.

No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## **24. OPENING OF BIDS**

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Bids will be opened at the time and location set out in the Bid Particulars in Section I. Bidders are invited to attend the bid opening. The names of representatives of bidders who will attend the bid opening process 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 bid opening is to be held.

## **25. PRELIMINARY EXAMINATION**

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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.

## **26. CLARIFICATION OF BIDS**

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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.

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## **27. EVALUATION METHODOLOGY AND CRITERIA**

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

## **28. AWARD CRITERIA**

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In the event of a contract award, UNOPS shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid substantially responsive to the ITB, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.

## **29. INTER-RELATED TENDER PROCESSES**

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### **29.1**

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Inter-related ITBs are the ones that:

- (a) are issued by the same project;
- (b) have bid submission deadlines that are within +/- 15 days from each other; and
- (c) are evaluated concurrently.

### **29.2**

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Bidders are allowed to be awarded up to (3) three inter-related ITBs only. In case of inter-related ITBs UNOPS may award one or multiple contracts to more than one Bidder after determining the lowest evaluated-bid combinations, for which UNOPS shall:

- (a) take into account the lowest priced substantially compliant bid for each ITB; and
- (b) where a supplier does not meet all post-qualification criteria for all the ITBs for which it is lowest priced, substantially compliant, UNOPS will award contracts resulting from each of the affected ITBs in a manner which achieves the best overall value-for-money combination for UNOPS. Therefore, in situations whereby a Bidder has offered the lowest evaluated bid price (i.e. the L1 Bidder) for more than one ITB and at the post-qualification stage of the evaluation, it is determined that the Bidder does not meet some post-qualification requirements for all the ITBs, UNOPS shall proceed as follows:
  - (c) A price comparison ITB wise shall be made for the L1 Bidder with the second lowest bid price (i.e. L2 Bidder).
  - (d) The price difference between the L1 offer and the offer of the L2 Bidder for each ITB shall then be calculated.
  - (e) In order to achieve the highest savings and select the most cost effective combination of multiple offers for the final recommendation of award, the ITBs where the price differences between the L1 offer and the offer of the L2 Bidder are higher shall be awarded to the L1 Bidder until the combinations of all lots awarded to the L1 Bidder reaches the value that could be awarded to the L1 Bidder taking into account the post-qualification requirements as stated in the ITBs (e.g. capacity, turnover, maximum contract value, etc.).
  - (f) Maximum Lots to be awarded to individual contractor should not exceed three lots per contractor.

## **30. OTHER UNOPS RIGHTS**

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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.

### **31. PERFORMANCE SECURITY**

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Within 15 days of receipt of the Contract from UNOPS, the successful Bidder shall furnish the Performance Security in accordance with the Contract, using for that purpose the Performance Security Form included in Section IV, Contract forms, or another Form acceptable to UNOPS.

Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event UNOPS may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by UNOPS to be qualified to perform the Contract satisfactorily.

### **32. REJECTED OR UNSUCCESSFUL BIDS**

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UNOPS shall not return any rejected or unsuccessful bids to the bidders, except for late bids, which will be available for collection by the bidders within fifteen days of their rejection.

UNOPS shall not be responsible for returning rejected bids to the bidders.

### **33. CONFIDENTIALITY**

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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.

#### **34. ETHICS AND CORRUPT PRACTICES**

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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 as 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.

### **35. AUDIT**

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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.

### **36. BID PROTEST**

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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](http://www.unops.org).

## SECTION III EVALUATION METHOD AND CRITERIA

### 37. EVALUATION METHOD

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Bids shall be evaluated according to a three-step procedure:

1. Bids shall be evaluated for substantial responsiveness including compliance to the technical requirements of the ITB (sub-clauses 37.1 and 37.2).
2. UNOPS shall compare all substantially responsive bids to determine the lowest priced compliant bid(s) for the works (sub-clause 37.3).
3. UNOPS shall determine if the lowest priced substantially responsive bidder is qualified to perform the Contract satisfactorily (sub-clause 37.4).

#### 37.1 Responsiveness of Bids

37.1.1 UNOPS's determination of a bid's responsiveness is to be based on the contents of the bid itself.

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

- (a) affects in any substantial way the scope, quality, or performance of the works specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the ITB, UNOPS's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

UNOPS considers material deviation to include but not to be limited to the following situations:

(d) During preliminary examination of bids (verification of formal criteria):

- Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount, or validity period.
- Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature of key portions of the bid form.
- The Bidder does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc.
- Non historical documents required in the ITB, i.e. documents specifically related to the tender and one that the Bidder could not be expected to possess before the ITB was issued, have not been provided.

(e) During technical evaluation of bids:

- Scope and specifications of the works vary in one or more significant respect(s) from the scope of works defined in the ITB.

(f) During financial evaluation of bids:

- The Bidder does not accept the required price correction as per ITB conditions.
- The Bidder alters the Bill of Quantities without prior authorization by UNOPS.
- The bidder's prices are not within **+/- 20%** tolerance of UNOPS derived prices. The bids exceeding the above tolerance will be rejected.

(g) During post-qualification of the bidders

- The Bidder does not meet the minimum post-qualification requirements.

37.1.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by UNOPS and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

### **37.2 Nonconformities, Errors, and Omissions**

37.2.1 Provided that a Bid is substantially responsive, UNOPS:

- (a) may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- (b) may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- (c) shall correct arithmetical errors on the following basis:
  - If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNOPS there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

37.2.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security may be forfeited.

### **37.3 Comparison of Bids**

37.3.1 UNOPS shall compare all substantially responsive bids to determine the lowest priced compliant bid(s).

### **37.4 Post-qualification of the Bidder**

37.4.1 UNOPS shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

37.4.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder. UNOPS may interview the bidder with the objective of verifying the information provided in the bidder's offer. The date and time of any such interview will be confirmed or notified to the bidder in advance. If the interview proves that the bidder is not able to stand by his/her bid, the bid will be rejected, and a new interview be conducted with the bidder presenting the next lowest bid. In such case, all bidders interviewed will be faced with the same requirements. Minutes of interview shall be approved by the bidders.

37.4.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event UNOPS shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

37.4.4 Notwithstanding anything stated above, UNOPS reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.

37.4.5 Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing contracts, inordinate delays in completion, litigation history, financial failures etc.

## **38. CRITERIA**

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- **Returnable Bid Schedule 1 - Form of Bid**

The bidder's form of bid is correctly filled out signed, dated and stamped.

*Pass / Fail criteria will be used*

- **Returnable Bid Schedule 2 - Bid Security**

The bidder's bid security complies with the ITB's requirement.

*Pass / Fail criteria will be used*

- **Returnable Bid Schedule 3 - Bidder details**

The bidder's details are correctly filled out; bidder's registration with the Afghanistan Investment Support Agency (AISA) is valid and a copy of it is provided with the bid.

*Pass / Fail criteria will be used*

- **Returnable Bid Schedule 4 – Priced BOQ**

The bidder's declaration of unit prices is correctly filled out to obtain total amounts. Additions/deductions to the bid BOQ is unacceptable. This document will also form bases for any Variation Values in the project. The BOQ is attached to this ITB as Annex-Bill of Quantities.

*Pass / Fail criteria will be used*

- **Returnable Bid Schedule 5 - Preliminary Programme**

The bidder's preliminary program demonstrates the bidder's capacity to plan and programme the works within timelines that are consistent with industry practice and the project's specific requirements. The successful bidder will be expected to complete the Works within 18 (Eighteen) Months from the award of contract. The bidder's preliminary program therefore must demonstrate the bidder's capacity to plan and programme the works within the above stipulated timeframe and ensure that timelines for the work components are consistent with industry practice.

*Pass / Fail criteria will be used*

- **Returnable Bid Schedule 6 – Project Team and Organisational Structure**

The bidder's project team and organisational structure demonstrate the capacity of the bidder's core team to execute the works and all essential roles filled with people of the required experience. The minimum requirements for the key personnel is specified in the below table. CV's shall be used to verify the expertise and experience of the bidder's personnel and if need be, interviews shall be conducted with the bidder's proposed key personnel.

No	Position Description	Minimum Years of Experience in Civil Works Construction	Minimum Years of Experience in Irrigation Construction
1	<b>Project Manager</b> will be responsible for the successful management of assigned project, its technical quality, schedule, project staff coordination, client communications, negotiating scopes and fees, billing and client follow-up maintenance.	6	3
2	<b>Site Engineer cum Surveyor</b> evaluating workmanship and quality, ensuring the project schedule is being met, reviewing any plan discrepancies in the field, coordinating activities between subcontractors and resolving any disputes which may arise on the job site.	5	3
3	<b>Quality engineer</b> ensure that material and placement comply with the technical specifications, will analyse failure, and implement corrective and preventive action to ensure contracted quality is provided, creates and maintains quality documentation, such as quality manuals, quality procedures, etc., is responsible for planning, and carrying all required tests for using quality material and their placement, continuously improving QA receiving inspection process and procedures, and prepares QA/QC reports.	5	3

*Pass / Fail criteria will be used*

- **Returnable Bid Schedule 7 – Insurance**  
Not Used
- **Returnable Bid Schedule 8 – Capacity, Experience, Work in hand and completed.**
  1. At least two similar contracts executed successfully during the last 3 years.
  2. Show documents from the client in the last 3 years attesting to good performance.
  3. Average annual construction turnover of not less than USD 1,000,000 for the last 3 years.

4. Bidder must submit supporting documents such as balance sheets and audited financial statements or equal for the last three years, with accompanying audit report, banker's certificate, etc. duly certified by a chartered accountant.
5. Capacity to undertake this contract within current workload: Cumulative work capability of the bidder shall be at least USD 900,000. The cumulative work capability is calculated as follows: (Cumulative work capability in USD) = (Highest annual turnover in the last five years) – (Amount of Works in Hand). Bidder must submit supporting documents showing all ongoing contracts including each project name, location, client (with email and phone No.), and the contract amount, as well as amount or percentage of each contract completed.
6. The minimum amount of liquid assets and/or credit facilities net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of not less than the amount USD 400,000. The company's bank balance shall be accepted as proof of liquid asset.
7. Key assets/equipment that the bidder shall demonstrate adequate ownership of, or access to:

No.	Our minimum requirement	Qty	Capacity (minimum)
1	Excavator	2	0.70 cum
2	Dump Truck	4	10 cum
3	Wheel loader	1	130 hP
4	Bitumen boiler	1	10,000 ltr/day
5	Stone crusher and screening plant	1	100 cum/day
6	Hot-mix asphalt plant	1	10 cum/hr
7	Paver	1	16 ton Hooper capacity
8	Vibratory Roller	2	15 MT
9	Steel roller	1	10 MT
10	Pneumatic roller	1	15 MT
11	Grader	1	150 HP
12	Water browser	1	9000 litre
13	Generator	2	2-5 KVA
14	Concrete mixer	1	1 cum
15	Needle vibrator	2	2 KW
16	Plate vibrator	1	5Hp

*Pass/Fail criteria will be used.*

- **Returnable Bid Schedule 9 – Quality Control / Quality Assurance Management System**

The bidder's quality and/or implementation manual and preliminary plan demonstrate the bidder's capacity to consistently be able to construct works to the required quality.

*Pass / Fail criteria will be used*

- **Returnable Bid Schedule 10 – Health and Safety Management System**

The bidder's health and safety manual and preliminary plan demonstrate the bidder's capacity to consistently construct the works in a suitably safe manner.

*Pass / Fail criteria will be used*



- **Returnable Bid Schedule 11 – Environmental manual and plan**  
The bidder's health and safety manual and preliminary plan demonstrate the bidder's capacity to consistently construct the works in a suitably safe manner.  
*Pass / Fail criteria will be used*
- **Returnable Bid Schedule 12 – Proposed subcontractors and suppliers**  
The bidder's proposed subcontractors (Not to exceed 35% of all activities) and suppliers are of an appropriate quantity and quality and their location is appropriate.  
*Pass / Fail criteria will be used*
- **Returnable Bid Schedule 13 – Proposed sources of naturally occurring material**  
The bidder provided details of their proposed sources of gravel wearing course, aggregates, steel reinforcing bars, and Portland cement.  
*Pass / Fail criteria will be used*
- **Returnable Bid Schedule 14 – Outline Statement of proposed methods**  
The bidder's proposed method statement demonstrates the bidder's capacity to plan and execute the works in a professional and properly staged manner.  
*Pass / Fail criteria will be used*
- **Returnable Bid Schedule 15 – Declaration**  
The bidder's declaration is correctly filled out.  
*Check and clarify*
- **Returnable Bid Schedule 16 – Conflict of Interest**  
The bidder filled out this schedule.  
*Check and clarify*
- **Returnable Bid Schedule 17 – Dispute Details**  
The bidder filled out this schedule.  
*Check and clarify*
- **Returnable Bid Schedule 18 – Addenda to ITB**  
The bidder filled out this schedule.  
*Check and clarify*
- **Returnable Bid Schedule 19 – Joint Venture Form**  
The bidder's filled out this schedule.  
*Check and clarify*

**SECTION IV  
RETURNABLE BID SCHEDULES**

**[INSTRUCTIONS TO COMPLETE EACH RETURNABLE BID SCHEDULE ARE HIGHLIGHTED. PLEASE COMPLETE THE RETURNABLE BID SCHEDULES AS INSTRUCTED]**

**RETURNABLE BID SCHEDULE 1  
FORM OF BID**

United Nations Office for Project Services

Operations Centre Director and Representative Afghanistan Operations Centre (AGOC) ,  
PO Box 1772, Central PO, Kabul, Afghanistan

Dear Sir/Madam,

**Subject:** Invitation to Bid for the Construction and Improvement of 4.0 km Road from Bakhtiaran to Deh Yahya under the Project for Rehabilitation of Small Irrigation Facilities and Village Accessibility in Dehsabz Area, Kabul Province (Lot 6) *in Afghanistan*, ITB Case No. UNOPS/AGOC/ ITB/035/12,

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 at least 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;
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: Mr. Peter Krogh SORENSEN  
United Nations Office for Project Services (UNOPS)  
Afghanistan Operations Centre (AGOC)  
UNOCA Compound Jalalabad Road, Kabul, Afghanistan

Dear Mr. Sorensen,

**Re: Bank Guarantee for Bid in response to Invitation to Bid, Case No. UNOPS/AGOC/ITB/035/12**

The United Nations Office for Project Services (UNOPS) issued an Invitation to Bid for the Invitation to Bid for the Construction and Improvement of 4.0 km Road from Bakhtiaran to Deh Yahya under the Project for Rehabilitation of Small Irrigation Facilities and Village Accessibility in Dehsabz Area, Kabul Province (Lot 6), Case No. UNOPS/AGOC/ITB/035/012. 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 United States Dollars, 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.: UNOPS/AGOC/ ITB/035/12

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 4**

**BILL OF QUANTITIES**

ITB Case No.: UNOPS/AGOC/ ITB/035/12

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

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

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

*Note to bidders: Bidders shall submit within this Returnable Bid Schedule 4 (or annexed to it if files size is prohibitively large) fixed unit rates and prices for all items in the Bill of Quantities. Bidders shall provide rates and/or prices for all items listed in the 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 allowed for and included in other rates or prices contained in the Bill of Quantities.*

**RETURNABLE BID SCHEDULE 5**  
**BIDDER PRELIMINARY PROGRAMME**

ITB Case No.: UNOPS/AGOC/ ITB/035/12

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

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

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

*Note to bidders:* *Bidders shall submit a preliminary programme for the executions 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.*

*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.: UNOPS/AGOC/ ITB/035/12

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 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]*

#### 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 7**

**INSURANCES**

Not Used

## RETURNABLE BID SCHEDULE 8

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

ITB Case No.: UNOPS/AGOC/ ITB/035/12

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

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

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

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

**[List names, locations and value]**

2. **All projects during the last 3 years:**

**[List names, locations and value]**

3. **All current projects underway or committed to start:**

**[List names, locations and value]**

4. **Assets**

**[List information regarding relevant facilities, fixed and/or mobile plants and equipments that would be used on this project. If such facilities, fixed and/or mobile plants and equipments are not owned by the bidder, please include information on how facilities, fixed and/or mobile plants and equipments will be hired or leased.]**

## RETURNABLE BID SCHEDULE 9

### QUALITY CONTROL / QUALITY ASSURANCE MANAGEMENT SYSTEM

ITB Case No.: UNOPS/AGOC/ ITB/035/12

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

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

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

*Note to bidders: After selection of the successful bidder, UNOPS, in consultation with the bidder, will review the bidder's Quality Management Plan and policy with UNOPS with a view to determining how to integrate them with each other. Please note that UNOPS sets a standard minimum and shall apply by default.*

#### 1. Implementation/Quality Management Manual

*Please provide your quality management manual intended to be employed by the bidder if one exists.*

#### 2. Implementation/Quality Management Plan

*Please provide an outline of the project quality management plan demonstrating the approach to be taken to quality matters during the execution of the works*

*The quality plan shall be:*

- (i) appropriate to the design (if any), materials, fabrication, components, construction, testing, commissioning and site maintenance activities;*
- (ii) specific to the works.*

#### 3. Integration of Management System

*Please provide an outline of how, if you have one, your quality management system would be integrated with UNOPS implementation manual as given in the contract.*

## RETURNABLE BID SCHEDULE 10

### OHS (HEALTH AND SAFETY) MANAGEMENT SYSTEM

ITB Case No.: UNOPS/AGOC/ ITB/035/12

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

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

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

*Note to bidders: After selection of the successful bidder, UNOPS, in consultation with the bidder, will review the bidder's Health and Safety Management plan and policy with UNOPS', with a view to determining how to integrate them with each other. Please note that UNOPS' sets a standard minimum and shall apply by default.*

#### 1. Health and Safety Management Manual

*Please provide your Health and Safety Management policy intended to be employed by the bidder if one exists.*

#### 2. Health and Safety Management Plan

*Please provide an outline of the project HS management plan demonstrating the approach to be taken to HS matters during the execution of the works*

*The HS plan shall be:*

- (i) appropriate to the design (if any), materials, fabrication, components, construction, testing, commissioning and site maintenance activities; and*
- (ii) specific to the works.*

#### 3. Integration of Health and Security Management System

*Please provide an outline of how, if you have one, your Health and Safety system would be integrated with UNOPS Health and Safety manual as given in the contract.*



## RETURNABLE BID SCHEDULE 11

### ENVIRONMENTAL MANAGEMENT SYSTEM

ITB Case No.: UNOPS/AGOC/ ITB/035/12

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

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

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

*Note to bidders: After selection of the successful bidder, UNOPS, in consultation with the bidder, will review the bidder's Environmental Management Plan and policy with UNOPS', with a view to determining how to integrate them with each other. Please note that UNOPS' sets a standard minimum and shall apply by default.*

**1. Environmental Management Manual:**

*Please provide your Environmental Management Manual intended to be used by the bidder if one exists.*

**2. Environmental Management Plan:**

*Please provide an outline of the project EM management plan demonstrating the approach to be taken to HS matters during the execution of the works*

*The EM plan shall be:*

- (i) appropriate to the design (if any), materials, fabrication, components, construction, testing, commissioning and site maintenance activities;*
- (ii) specific to the works.*

**3. Integration of Environmental Management System:**

*Please provide an outline of how, if you have one, your Environmental Management system would be integrated with UNOPS Environmental Management manual as given in the contract.*

**RETURNABLE BID SCHEDULE 12**

**PROPOSED SUBCONTRACTORS AND SUPPLIERS**

ITB Case No.: UNOPS/AGOC/ ITB/035/12

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

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

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

*Note to bidders: Bidders shall provide details of their subcontractors and suppliers they propose to use on the project, including:*

- *Companies' names; and*
- *Particulars of the works which the bidder proposes to be undertaken by them.*

**RETURNABLE BID SCHEDULE 13**

**PROPOSED SOURCES OF NATURALLY OCCURRING MATERIALS**

ITB Case No.: UNOPS/AGOC/ ITB/035/12

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

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

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

*Note to Bidders: Bidders shall provide details of their proposed sources of naturally occurring materials, including aggregates*

## RETURNABLE BID SCHEDULE 14

### OUTLINE STATEMENT OF PROPOSED METHODS

ITB Case No.: UNOPS/AGOC/ ITB/035/12

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

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

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

Note to Bidders: Bidder shall provide a detailed method statement setting out:

- (i) how it proposes to stage and construct the works;
- (ii) a description of how the bidder proposes to obtain all requisite NOC's (no objection certificates) from the relevant authorities prior to commencement of the works onsite;
- (iii) a statement describing its methodology for coordinating with the authorities and complying with respective timescales for advance notification to enable works to commence on the project site in accordance with the programme to be submitted by the bidder with Returnable Bid Schedule 5; and
- (iv) how it proposes to implement traffic management.

## RETURNABLE BID SCHEDULE 15

### DECLARATION

**United Nations Office for Project Services**

**UNOPS, Kabul, Afghanistan**

Dear Sir/Madam,

Subject: Invitation to Bid for Invitation to Bid for the Construction and Improvement of 4.0 km Road from Bakhtiaran to Deh Yahya under the Project for Rehabilitation of Small Irrigation Facilities and Village Accessibility in Dehsabz Area, Kabul Province (Lot 6), Case No. UNOPS/AGOC/ ITB/035/12

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 16**

**CONFLICTS OF INTEREST**

ITB Case No.: UNOPS/AGOC/ ITB/035/12

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 17

### DISPUTE DETAILS

ITB Case No.: UNOPS/AGOC/ ITB/035/12

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

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

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

**Note to Bidders:** Bidders 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 18**

**ADDENDA TO ITB**

ITB Case No.: UNOPS/AGOC/ ITB/035/12

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

**RETURNABLE BID SCHEDULE 19**

**JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM**

ITB Case No.: UNOPS/AGOC/ITB/035/012

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

**JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM (to be completed and returned with your Bid id the Bid is submitted as a Joint Venture/Consortium/Association)**

JV / Consortium/ Association Information	
<b>Name</b>	
<b>Names of each partner and contact information</b> (address, telephone numbers, fax numbers, e-mail address)	
<b>Name of leading partner</b> (with authority to bind the JV, Consortium, Association during the Bidding process and, in the event a Contract is awarded, during contract execution)	
<b>Proposed proportion of responsibilities between partners (in %) with indication of the type of the Works to be performed by each</b>	

Signatures of all partners of the JV:

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

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

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

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

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

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

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

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

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

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

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

## **SECTION V: UNOPS MEASURED PRICE CONSTRUCTION CONTRACT**

Attached