

THE PROJECT FOR REHABILITATION OF COMMUNITY INFRASTRUCTURE IN NANGARHAR

**Construction of Roads in Shaikhi Misry Township, Khushgumbad & Nahr-e-Shahi
Villages in Nangarhar Province of Afghanistan (Lot 2).**

United Nations Office for Project Services (“UNOPS”)

Invitation to Bid

Measured Price Contract

Date of Issuance: July 16, 2014

ITB Case No.: UNOPS-AFG-ITB-014-013

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INVITATION LETTER

Dear Sir/Madam,

Subject: Invitation to Bid for the Construction of Roads in Shaikhi Misry Township, Khushgumbad & Nahre-e-Shahi Villages in Nangarhar Province of Afghanistan (Lot 2).

ITB Case No.: UNOPS-AFG-ITB-014-013

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 Minor Works 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:

<https://www.unops.org/english/Opportunities/suppliers/Pages/Business-opportunities.aspx>

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: Davronbek AKHMADBEKOV
Title: Procurement and Supply Chain Manager
UNOPS-AFOH

Signature: 

Date: 16-07-2014

Approved By:

Name: Regina Carbonell
Title: Officer-In-Charge
UNOPS-AFOH

Signature: 

Date: 16/7/2014

**SECTION I
BID PARTICULARS**

| | |
|--|---|
| Works (Article 1) | Works include construction of Roads in Shaikhi Misry Township, Khushgumbad & Nahre-e-Shahi Villages in Nangarhar Province of Afghanistan (Lot 2), as further described in Section V of this ITB. |
| Contact person and address for communications (Article 1) | <p>All correspondence, notifications and requests for clarifications in relation to this ITB shall be sent to:</p> <p style="text-align: center;">Mr. Habibullah Taheri habibullaht@unops.org United Nations Office for Project Services Afghanistan Operational Hub JICA IV Project</p> <p><u>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Art. 22).</u></p> |
| Excluded nationalities (Article 4) | Only Afghan companies having a valid AISA certificate with D (domestic) category can participate in this bidding process. |
| Clarifications (Article 8) | <p>Requests for clarification from bidders will not be accepted any later than 7 calendar days before the Deadline for Bid Submission.</p> <p>Responses to requests for clarification shall be communicated to bidders by posting responses on UNOPS' website at www.unops.org under ITB Case No. UNOPS-AFG-ITB-014-013.</p> |
| Clarification Meetings (Article 9) | <p>Date: 24 July, 2014 Time: 10:00 AM local time.</p> <p>Location: Spinghar Hotel, Sehat-e-Hama Road, Close to Governor House, District 1, Jalalabad City, Nangarhar Province, Afghanistan.</p> <p>Bidders shall communicate the names of their representative via email at least 24 hours before the above date to procurement officer through email habibullaht@unops.org for the purpose of accessing the Spinghar Hotel and participating in the Pre-bid Clarification Meeting.</p> <p>The Pre-bid clarification meeting is mandatory. Failure to attend the Pre-bid clarification meeting shall constitute an ineligibility to participate in the tender process.</p> |
| Site Inspections (Article 10) | <p>With reference to the Schedule of Site Plan (2nd schedule of the draft contract), bidders shall carry out their own site inspection after the Pre-bid Clarification Meeting is held. Photographic documentation of the site inspection must be included in the bid as Annexure A to Returnable Bid Schedule 5 – Bidder's Preliminary Programme along with the bid.</p> <p>The site inspection is mandatory. Failure to provide the Photographic documentation of the site inspection shall lead to disqualification and non-consideration of your bid.</p> |
| Bid validity period (Article 13) | Bids shall remain valid for acceptance by UNOPS for 90 days from the Closing Date. |

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| 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). The bid security shall be in the amount of USD 20,000.00 (United States Dollars Twenty Thousand only).</p> <p>The bid security shall be valid for at least 4 months from the date of issuance.</p> |
| 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 and customs duties. |
| 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 on or before August 03, 2014, 10:00am (Morning), Kabul Local Time. |
| Bid Submissions (Article 22) | <p>Bids must be submitted as follows:</p> <p>By mail or personal delivery in sealed envelopes by the Deadline for Bid Submission. The sealed envelopes shall contain two hardcopies of the bid. The two hardcopies shall comprise of one original hardcopy bid marked "Original" and one bid marked "Copy". In the event of any discrepancy between the hardcopies of the bid, the bid marked as "Original" shall govern.</p> <p>The envelope shall be labelled as follows:</p> <p>***CONFIDENTIAL BID - DO NOT OPEN UNLESS AUTHORIZED***</p> <p>United Nations Office for Project Services Afghanistan Operational Hub UNOCA Compound, Jalalabad Road, Kabul, Afghanistan Att.: Chair Person, Bid Opening Committee. Case No.: UNOPS-AFG-ITB-014-013 Deadline for Bid Submission: August 03, 2014, 10:00am (Morning) Kabul Local Time. From: [Insert bidder's name & details]</p> <p>Personal delivery shall be made between the hours of 08:00 and 15:30 on UNOPS regular working days and by 10:00 hours on the closing date.</p> |
| Bid Opening (Article 23) | No public bid opening shall be held. |

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 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

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

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 MEASURED PRICE 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.

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 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

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 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.

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

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.

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. 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.

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. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

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

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. 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. AWARD CRITERIA

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 compliant to the ITB, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.

28. OTHER UNOPS RIGHTS

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.

29. PERFORMANCE SECURITY

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.

30. REJECTED OR UNSUCCESSFUL BIDS

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.

31. 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.

32. 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 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.

33. 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.

34. 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

35. EVALUATION METHOD

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

1. Bids shall be checked for substantial responsiveness to eligibility and formal criteria.
2. Bids passing eligibility and formal criteria shall be evaluated for substantial responsiveness to technical and qualification criteria.
3. UNOPS shall compare all substantially responsive bids to determine the lowest priced substantially compliant bid(s) for the works, 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.

36. DETERMINATION OF RESPONSIVENESS OF BIDS

Determination of a bid's responsiveness shall be based on the contents of the bid itself.

- 36.1. 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.
- 36.2. UNOPS considers material deviation to include but not to be limited to the following situations:
- (a) During preliminary examination of bids:
 - The bidder does not fulfil the eligibility criteria of the ITB.
 - 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 that the Bidder could not be expected to possess before the ITB was issued, have not been provided.
 - (b) During evaluation of bids for compliance to technical and qualification requirements:
 - Scope and specifications of the works vary in one or more significant respect(s) from the scope of works defined in the ITB.
 - The Bidder does not meet the minimum qualification requirements defined in the ITB.
 - (c) 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.
- 36.3. 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. NONCONFORMITIES, ERRORS AND OMISSIONS

37.1. 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. 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.

38. EVALUATION OF LOTS OR INTER-RELATED TENDER PROCESSES

Bidders are allowed to bid for one or more lots of an ITB or for one or more inter-related ITBs. Inter-related ITBs are the ones that:

- (a) are issued by the same Operational Hub or Project Centre for the same country;
- (b) have bid submission deadlines that are within +/- 15 days from each other; and
- (c) are evaluated concurrently.

In case of an ITB with multiple lots or when multiple inter-related ITBs are issued, UNOPS may award one or multiple contracts to a Bidder after determining the lowest evaluated lot or bid combinations, for which UNOPS shall:

- (a) take into account the lowest priced substantially compliant bid for each lot or ITB; and
- (b) where a bidder does not meet all qualification criteria for all the lots or 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 lot or ITB and at the qualification stage of the evaluation, it is determined that the Bidder does not meet some qualification requirements for all the lots or ITBs, UNOPS shall proceed as follows:
 - (1) A price comparison lot or ITB wise shall be made for the L1 Bidder with the second lowest bid price (i.e. L2 Bidder).
 - (2) The price difference between the L1 offer and the offer of the L2 Bidder for each lot or ITB shall then be calculated.
 - (3) 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 qualification requirements as stated in the ITBs (e.g. capacity, turnover, maximum contract value, etc.).

39. EVALUATION CRITERIA

Returnable Bid Schedule 1 - Form of Bid

The bidder's form of bid is correctly filled out.

Pass / Fail criteria will be used

Returnable Bid Schedule 2 - Bid Security

The bid security original in the prescribed format is provided.

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 for category D (Domestic), valid and a copy of it is provided with the bid.

Check / Clarify 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 Bills of Quantities are unacceptable. This document will also form bases for any Variation Values in the project.

The bidder's prices shall be within **+/- 20%** tolerance of UNOPS Engineer's Estimate. The bids exceeding this tolerance will be rejected.

Pass / Fail criteria will be used

Returnable Bid Schedule 5 - Preliminary Programme

The successful bidder will be expected to complete the works within Ten (10) Months from the award of contract. The bidder's preliminary program therefore must demonstrate the bidder's capacity to plan and program the works within the above stipulated timeframe and ensure that timelines for the work components are consistent with industry practice. Proposal to shorten the project lifespan can be considered if they are deemed to be properly justified.

Pass / Fail criteria will be used

Returnable Bid Schedule 6 – Proposed Project Team

The bidder's project team demonstrates the capacity of the bidder's core team to execute the works. Bidder shall ensure that all essential roles are filled with people of the required experience. CVs shall be submitted to verify the expertise and experience of the bidder's personnel.

| No. | Personnel Description | No. of Personnel | Minimum Qualification | Minimum No. of Years' Experience |
|-----|---|------------------|--|----------------------------------|
| 1 | Project Manager: Working under overall oversight and direction of the UNOPS Project Manager and/or UNOPS Senior Construction Engineer. The Project Manager will be responsible for the successful management of this road construction project, including managing the contractor's staff and resources, | 1 | University Degree in Civil engineering | 5 |

| | | | | |
|---|--|---|--|---|
| | project health, safety and environmental management plans, communications with UNOPS and other project stakeholders, dealing with relevant government authority to resolve community related issues or to ensure delivery of the project products in accordance with approved contract construction programme, technical drawings, specifications, schedules, budgets and specified quality standards. | | | |
| 2 | Site Engineer/Surveyor: overall planning, coordination, and control of the project from beginning to completion, aimed at meeting the contract agreement and schedules and delivery of the project products, and organizes and manages the contractor's sub-lot site activities related to utilizing modern survey equipment and tools, including professional GPS equipment, and supervision of all road construction works in accordance with construction programme, technical drawings, specifications, schedules, budgets and specified quality standards, including contractor's construction staff and resources, sub-lots site health, safety and environmental management, communications with UNOPS project site team and other project stakeholders, dealing with relevant government authority to resolve community related issues to ensure smooth implementation of site activities in accordance with approved schedules, shared responsibility and adequate site security in the field. | 1 | University Degree in Civil engineering | 3 |
| 3 | Road Technician (persons: organizes and supervises the contractor's sub-lot site activities related to road construction, and equipment operations and maintenance in accordance with all health, safety and environmental plans, regulations and procedures; supervise road upgrade tasks; plows, pavement and cleans roads as directed; reports safety hazards and traffic problems. Performs manual labor assignments as needed, including accident and hazardous materials cleanup, foliage maintenance, and snow and debris removal. Organize and manage traffic control and flagging activities as needed; follows safety rules and regulations on all work zone and flagging sites, including placing signs, barricades, traffic cones and other warning devices. Responds to emergencies as directed, and performs tasks in the interest of public safety and property. The position will be interacting with and working alongside the contractor's engineers, tradesmen, laborers, and subcontractors and UNOPS project team to ensure smooth implementation of site activities in accordance with approved plans and schedules ensuring adequate site security measures, compliance with health, safety and environmental plans, and the organization and supervision of material and human resources in | 6 | Academic background or special training related to road technology | 2 |

| | | | | |
|---|--|---|--|---|
| | the field. | | | |
| 4 | Quality Assurance / Quality Control Engineer: ensures that the building construction materials and their placement techniques comply with the approved technical specifications and specific level of quality. The position will analyze all works including defects and implement preventive and corrective actions to ensure specified contract works quality is delivered. The position will maintain quality control related processes, documentation and records, such as health, safety and environmental management controls, construction job management, defined and well managed processes, performance and integrity criteria, and identification of records, and testing of products to uncover defects and reporting to UNOPS to make the decision to allow or deny product release. QAQC Engineer shall be responsible for continuous improvement of the project quality control processes and procedures as required. | 1 | University Degree in Civil engineering | 3 |
| 5 | Health, Safety & Environmental Engineer: organizes and manages the project and site environmental management plans, including environmental and safety assessments along with resulting mitigation activities that will identify, evaluate and prevent non-compliant conditions and acts. Facilitate root cause analysis when non-compliance events/situations occur. Participate with UNOPS and Stakeholders in evaluation of both project and site HSE objectives to ensure that it is effective and appropriate for delivery of the project products, directing contractor site teams and others to maintain health, safety and environmental compliance. Participate with UNOPS review of contract sub-lots plans, specifications, and purchases to verify that health, safety, and environmental issues are addressed in a proactive manner. Assist in environmental training, support and guidance to contractor's site personnel to maintain a work environment consistent with UNOPS policy and regulatory requirements. Responsible for continuous improvement of the project/site HSE control processes and procedures as required. | 1 | Academic background or special training related to the health & safety | 2 |

Pass / Fail criteria will be used

Returnable Bid Schedule 7 – Insurances

1. Construction All Risks Insurance/Third Party Liability Insurance

Scope of cover

- (v) All risks of physical loss or damage from any cause not excluded, in relation to all property and interest of every description used for and intended for incorporation in the Works relating to design, engineering, development, procurement, fabrication,

- construction, erection, installation, rehabilitation, upgrading, completion, supply, testing, commissioning, recommissioning or ownership of the Works.
- (vi) Indemnity in respect of legal liability of the insured parties to third parties for or arising from:
- bodily injury, illness, death;
 - physical loss or damage to the property; and
 - interference, trespass, loss of amenities, nuisance, infringement, obstruction, arising out of or in connection with the design, engineering, development, procurement, fabrication, construction, erection, installation, rehabilitation, operating, completion, testing, commissioning, supply of products, recommissioning and ownership of the Works.

1.1

Insured parties

- (vii) the Employer;
- (viii) the Contractor and subcontractors;

1.2

Limit of Indemnity

- Contract Works – Full Estimated Contract Value
- Third Party Liability –\$100,000 any one occurrence

1.3

Policy Jurisdiction

Worldwide

2. Workman's Compensation/Employer's Liability Insurance

Limit of Indemnity

No less than \$ 10,000 maximum benefit per person per occurrence.

3. Contractor's Plant, Equipment and Motor Insurance (including plant and equipment required for operational activities and temporary buildings (e.g. labour camps))

Limit of Indemnity

The replacement value of the Contractor's Plant and Equipment.

Pass / Fail criteria will be used

Returnable Bid Schedule 8 – Capacity Experience, Work in Hand and Completed.

- Experience as a prime contractor in at least one (1) similar project that was successfully executed during the last 5 years with a value of equal to or greater than USD 2,800,000.00.
- The minimum average annual turnover of the company for the last 3 years shall be at least USD 2,800,000.00. Bidder must submit supporting documents such as balance sheets or audited financial statements for the last three years.
- Capacity to undertake this contract within current workload: Cumulative work capability of the bidder shall be at least USD 2,800,000.00. The cumulative work capability is calculated as follows: (Cumulative work capability) = (Highest annual turnover in the last 3 years) – (Amount of works in hand). Bidder must submit supporting documents showing all ongoing contracts including respective project's name, location, client (with email and phone number), and the contract amount, as well as the amount or percentage of the completion for each contract.

4. 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 280,000. The company's bank balance shall be accepted as proof of liquid asset.
5. Key assets/equipment that the bidder shall demonstrate adequate ownership of, or access to:

| Personnel Description | No. of Equipment | Minimum Specifications |
|---|------------------|--|
| Land Surveying Equipment | 3 | GPS (Etrex type or E Xplorist type), Total Station (SOKIA Type or NIIKON type), angle & distance technology, for outdoor use, all-weather type. |
| Excavator | 3 | Bucked capacity to be (0.45-0.9)cum 6-25 Metric Tons |
| Wheel Loader | 3 | Bucket Capacity to be (2-4) cum 2-4 cm3 |
| Dump Truck | 6 | Body capacity to be 15-30 Tons 15-30 Tons |
| Cement Mixer | 6 | 6-12 cm3 |
| Needle vibrator | 6 | 12000 to 15000 cm3, Needle size: 40 mm |
| Concrete vibrator | 6 | 60 mm dia., Needle size: 600 mm |
| Water Tanker | 6 | 10,000-15,000 Liters |
| Plate Compactor | 6 | 5400 Vibrations per Minute |
| Concrete pump | 3 | 130 strokes/min., 150mm cylinder dia. |
| Modular Scaffolding | 6 | Base collars every 50 cm. high stiffness and stability. |
| Metal Cutter | 6 | Suitable for cutting steel bars, metal sections, etc. |
| Compressor for spray painting | 6 | Super silence, oil free |
| Stone slab hand cutters | 6 | 41mm Min. cutting depth, ground fault circuit interrupter |
| Shuttering | 6 | For slabs, steel & wood combination |
| Stone cutting and dressing machine | 6 | High strength & stability, high-reinforced plate, anti-rust surface |
| Power Generators | 6 | Min. 10Kva, Portable, reduced sound pressure |
| Small earth compactors | 6 | Ductile iron base plate, Min. 1000Kg eccentric force |
| Hand Tools (hammers, trowels, crowbars, etc.) | 6 | dustless, high efficiency, metal, anti-electrical shock protected |

The Bidder shall be required to provide copies of ownership documents proving the belonging of the equipment to the Bidder or a copy of a valid undertaking from the owner(s) of the equipment confirming that their equipment shall be made available for the implementation of these works, if contract is awarded to the Bidder.

***UNOPS reserves the right to conduct site visits to verify that all the proposed equipment exists and is in working condition.**

Pass/Fail criteria will be used.

Returnable Bid Schedule 9 – Implementation/Quality Management System

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

Check / Clarify 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.

Check / Clarify criteria will be used

Returnable Bid Schedule 11 – Environmental Management System

The bidder's environmental manual and plan demonstrates the bidder's capacity to be able to construct works in an environmentally sound manner.

Check / Clarify criteria will be used

Returnable Bid Schedule 12 – Proposed Subcontractors and Suppliers

The bidder's proposed subcontractors and suppliers are of an appropriate quantity and quality and their location is appropriate. The amount of subcontracted works must not exceed 35% of the overall Works.

Pass / Fail criteria will be used

Returnable Bid Schedule 13 – Proposed Sources of Naturally Occurring Material

The bidder's proposed naturally occurring materials are from a responsible and appropriate location and the material comply with required standard under the Contract.

Check / Clarify 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 / Clarify criteria will be used

Returnable Bid Schedule 16– Conflict of Interest

The bidder's filled out this schedule.

Check / Clarify criteria will be used

Returnable Bid Schedule 17 – Dispute Details

The bidder's filled out this schedule.

Check / Clarify criteria will be used

Returnable Bid Schedule 18 – Addenda to ITB

The bidder's filled out this schedule.

Check / Clarify criteria will be used

Returnable Bid Schedule 19 – Form of Joint Venture

The bidder's filled out this schedule.

Check / Clarify criteria will be used

**SECTION IV
RETURNABLE BID SCHEDULES**

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

**RETURNABLE BID SCHEDULE 1
FORM OF BID**

**United Nations Office for Project Services
Afghanistan Operational Hub**

Dear Sir/Madam,

Subject: Bid for the Construction of Roads in Shaikhi Misry Township, Khushgumbad and Nahre-e-Shahi Villages in Nangarhar Province of Afghanistan., Case No: UNOPS-AFG-ITB-014-013, dated July 16, 2014.

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 the issuing 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. Mikko Jarmo Klevi LAINEJOKI
Director and Representative
United Nations Office for Project Services (UNOPS)
Afghanistan Operational Hub (AFOH)
UNOCA Compound, Jalalabad Road, Kabul, Afghanistan

Dear Mr. LAINEJOKI,

**Re: Bank Guarantee for Bid for the Construction of Roads in Shaikhi Misry Township, Khushgumbad and Nahre-e-Shahi Villages in Nangarhar Province of Afghanistan.
ITB Case No: UNOPS-AFG-ITB-014-013.**

The United Nations Office for Project Services (UNOPS) issued an Invitation to Bid for the construction of Roads in Shaikhi Misry township, Khushgumbad and Nahr-e-Shahi Villages in Nangarhar Province of Afghanistan, ITB Case No: UNOPS-AFG-ITB-014-013. 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.: UNOPS-AFG-ITB-014-013

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-AFG-ITB-014-013

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.

Please see Annex II.

**RETURNABLE BID SCHEDULE 5
BIDDER PRELIMINARY PROGRAMME**

ITB Case No.: UNOPS-AFG-ITB-014-013

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**

ITB Case No.: UNOPS-AFG-ITB-014-013

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

ITB Case No.: UNOPS-AFG-ITB-014-013

Name of bidder: _____

Date: _____

Signature: _____

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

1. Construction All Risks Insurance/Third Party Liability Insurance

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

2. Workers' Compensation/Employer's Liability Insurance

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

3. Contractor's Plant, Equipment and Motor Insurance

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

**RETURNABLE BID SCHEDULE 8
CAPACITY, EXPERIENCE, WORK IN HAND AND WORK COMPLETED**

ITB Case No.: UNOPS-AFG-ITB-014-013

Name of bidder: _____

Date: _____

Signature: _____

1. Similar Projects during the last 5 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 equipment that would be used on this project. If such facilities, fixed and/or mobile plants and equipment are not owned by the bidder, please include information on how facilities, fixed and/or mobile plants and equipment will be hired or leased.]

**RETURNABLE BID SCHEDULE 9
IMPLEMENTATION/QUALITY MANAGEMENT SYSTEM PROPOSALS**

ITB Case No.: UNOPS-AFG-ITB-014-013

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 Quality Management plan and policy 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-AFG-ITB-014-013

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 Health and Safety Management plan and policy, 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-AFG-ITB-014-013

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 Environmental Management plan and policy, 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 EM 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-AFG-ITB-014-013

Name of bidder: _____

Date: _____

Signature: _____

Note to bidders: Bidders shall provide details of the 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-AFG-ITB-014-013

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-AFG-ITB-014-013

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
Afghanistan Operational Hub**

Dear Sir/Madam,

Subject: Bid for the construction of Roads in Shaikhi Misry Township, Khushgumbad and Nahre-e-Shahi Villages in Nangarhar Province of Afghanistan (Lot 2), Case No.: UNOPS-AFG-ITB-014-013, dated July 16, 2014.

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-AFG-ITB-014-013

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-AFG-ITB-014-013

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-AFG-ITB-014-013

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-AFG-ITB-014-013

Name of bidder: _____

Date: _____

Signature: _____

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

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

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 CONTRACT

UNOPS Measured Price Contract Attached