

# **INVITATION TO BID**

**ITB/LBY/SLCRR/2017/033**

**Rehabilitation of Medical Clinic in Garyounis, Benghazi, Libya**

**Strengthening Local Capacities for Resilience and Recovery**



**United Nations Development Programme**  
October, 2017

## Section 1. Letter of Invitation

UNDP, Libya  
October 11, 2017

**Case Number: ITB/LBY/SLCRR/2017/033**

**Subject: Rehabilitation of Medical Clinic in Garyounis, Benghazi, Libya**

Dear Sir/Madam,

The United Nations Development Programme (UNDP) Libya Country Office hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements including, SOW and Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form including Bill of Quantities (BOQs)
- Section 8 - Form for Advanced Payment Guarantee
- Section 9 – Model of Contract for Civil Works
- Section 10 – General Terms and Conditions for Civil Work

Your offer, comprising of a Technical Bid and Price Schedule, together in a sealed envelope, should be submitted in accordance with Section 2, latest by **26 October 2017, 14:00 hrs. (Tunisia time)**

Bidders are encouraged to conduct the physical site visit for complete understanding of Scope of Works prior sending the formal bid to UNDP. It is recommended to conduct a site visit before the pre-bid meeting scheduled on **17 October 2017 at 12:00 hrs. Tunisia Time**, for the better understanding of the required work and to raise the queries for consideration/clarification during the site visit, and/or pre-bid meeting.

**An organized site visit is arranged on 16 October 2017 at 10:00 hrs. (Libya Time)**  
**Focal Person(s): Eng. Walid Mughrabi, Field Engineer and Mohamed Shembesh, Regional Project Coordinator**  
**Phone number: + 218 92 530 2129 and + 218 911011012**

Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.

Kindly go through this invitation letter and other documents attached here to this ITB. Should you have any questions or require any clarification, please feel free to send an email to the procurement unit at **[procurement.ly@undp.org](mailto:procurement.ly@undp.org)**

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

Yours sincerely,



Ermira Basha,  
Operations Manager  
UNDP Libya

## Section 2: Instruction to Bidders

### Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.

- n) *“Services”* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *“Supplemental Information to the ITB”* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

#### **A. GENERAL**

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_prot\\_est/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_prot_est/) for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interest’s paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and

6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

## **B. CONTENTS OF BID**

### **9. Sections of Bid**

Bidders are required to complete, sign and submit the following documents:

9.1 Bid Submission Cover Letter Form (see ITB Section 4);

9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);

9.3 Technical Bid (see prescribed form in ITB Section 6);

9.4 Price Schedule (see prescribed form in ITB Section 7);

9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);

9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

### **10. Clarification of Bid**

10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.

- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

#### **11. Amendment of Bid**

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

### **C. PREPARATION OF BID**

#### **12. Cost**

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

#### **13. Language**

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

#### **14. Bid Submission Form**

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

#### **15. Technical Bid Format and Content**

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and

experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder’s response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All bidders are therefore required to submit the following in their bids:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation

of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

## 16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

## 18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

## **19. Joint Venture, Consortium or Association**

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

## **20. Alternative Bid**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

## **21. Validity Period**

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

## **22. Bidder's Conference**

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

## **D. SUBMISSION AND OPENING OF BID**

## 23. Submission

23.1 The Technical Bid and the Price Schedule **must be submitted together and sealed together in one and the same envelope**, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

## 24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

## 25. Withdrawal, Substitution, and Modification of Bid

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.
- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## **26. Bid Opening**

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

## **27. Confidentiality**

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

## E. EVALUATION OF BID

### 28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

### 29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### 30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

### **31. Responsiveness of Bid**

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

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

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

### **32. Nonconformities, Reparable Errors and Omissions**

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.5 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

32.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid**

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/))

### **34. Award Criteria**

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

### **37. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

### **38. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **39. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:  
<http://www.undp.org/procurement/protest.shtml>

## Instructions to Bidders

### DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Strengthening Local capacities for Resilience and Recovery
2		Title of Goods/Services/Work Required:	Rehabilitation of Medical Clinic in Garyounis, Benghazi, Libya  Case ID: ITB/LBY/SLCRR/2017/033
3		Country:	Libya
4	C.13	Language of the Bid:	English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
6b		A Site visit shall be held on:	The bidders are encouraged to conduct the physical site visit for complete understanding of Scope of Work prior sending the formal bid to UNDP, for better understanding of the required work and to raise the queries for consideration/clarification during the site visit, and/or pre-bid meeting.  An organized site visit is arranged on <b>16 October 2017 at 10:00 hrs. (Libya Time)</b>  <b>Focal Person: Eng. Walid Mughrabi, Field Engineer</b>  <b>Phone number: + 218 92 530 2129</b>

7	C.22	A pre-Bid conference will be held on:	<p><b>Pre- Bid clarification meeting over SKYPE will be held on:</b>  <b>Date: 17 October 2017</b>  <b>Time: 12:00 hours Tunisia time</b></p> <p><b>Interested bidders should send a request along with Skype ID to below email address before 16.00 hours on 16 October 2017.</b></p> <p><b>Focal Person:</b>  <b>E-mail: <a href="mailto:procurement.ly@undp.org">procurement.ly@undp.org</a></b></p> <p>Please feel free to raise the queries for clarification/consideration, identified during site visit</p>
8	C.21.1	Period of Bid Validity commencing on the submission date	120 days.
9	B.9.5 C.15.4 b)	Bid Security	Not Required
10	B.9.5	Acceptable forms of Bid Security	N/A
11	B.9.5 C.15.4 a)	Validity of Bid Security	N/A
12		Advanced Payment upon signing of contract	<p><input checked="" type="checkbox"/> Allowed</p> <p>In case requested, advance amount will be recovered from the milestones or released upon submission of Bank Guarantee issued by reputable International Bank.</p> <p>Please also note that in the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds <u>20%</u> of the total Bid price, or exceeds the amount of <u>USD 30,000</u>, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.</p>
13		Liquidated Damages	Will be imposed under the following conditions: 0.5% for every day of delay, up to a maximum duration of 1 calendar month.

14	F.37	Performance Security	<p><input checked="" type="checkbox"/> Required</p> <p><b>In lieu of Performance security, contract will be subject to a deduction of 10 % (TEN) percent of the amount accepted for the payment as security deposit from all progressive payments.</b></p> <p>This amount will be kept as Retention to cover the Defect Liability period* of 12 months after Contract completion date. Retention amount could be replaced with the Bank Guarantee issued by reputable International Bank.</p> <p>a. The proceeds of the Performance Security shall be payable to UNDP as a compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract.</p> <p>e. Upon successful completion of Defect Liability Period of 12 months and upon issuance of completion certificate, UNDP will release retention money to the Bidder.</p> <p><i>* Retention Defect Liability is instrument to cover any defects that are discovered or arised in the normal course of usage within 12 months after the works/goods have been put into the service</i></p>
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<p><b>United States Dollars (US\$)</b></p> <p><b><i>Bids should be submitted in US\$ only.</i></b></p>
16	B.10.1	Deadline for submitting requests for clarifications/questions	<p><b>Five (05) days before the submission date.</b></p> <p>UNDP will endeavour to provide the above clarifications expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of a bid.</p>
17	B.10.1	Contact Details for submitting clarifications/questions	<p><b>Please refer all queries to <a href="mailto:procurement.ly@undp.org">procurement.ly@undp.org</a></b></p> <p><i>Note: This email address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.</i></p>
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to	<p>Direct communication to prospective Bidders who expressed their interest in writing by email and posting on the following websites:</p> <p>1. <a href="http://www.ly.undp.org">www.ly.undp.org</a></p>

		queries	<p>2. <a href="http://procurement-notice.undp.org/">http://procurement-notice.undp.org/</a>  3. <a href="https://www.ungm.org/Public/Notice">https://www.ungm.org/Public/Notice</a></p>
19	D.23.3	No. of copies of Bid that must be submitted	<p>Please refer to D 23.1 and D.23.2 (electronic submission)</p> <p>Or <b>one original</b> via courier/hand delivery</p>
20	D.23.1 b) D.23.2 D.24	Bid submission address	<p>UNDP Libya, based at Tunis – Tunisia.  Immeuble Le Prestige Business Center (Second Floor), Tour E et D, 2ème étage, Rue du Lac Windermere, Les Berges du Lac, 1053 Tunis, Tunisia  Attention : Procurement Unit  Tender Reference: <b><u>ITB/LBY/SLCRR/2017/033</u></b>  Or via electronic submission as per D.23.2</p>
21	C.21.1 D.24	Deadline of Bid Submission	<p>Date and Time:  <b><u>26 October 2017, 14:00 hrs. (Tunisia time)</u></b></p>
22	D.23.2	Manner of Submitting Bid	<p>Courier/Hand Delivery or  Electronic submission of Bid  Bids submitted by email should be sent to the following email address: <b>tenders.ly@undp.org</b> with a maximum capacity of 5 MB for each email.</p>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p>Official Address for e-submission:  <a href="mailto:tenders.ly@undp.org">tenders.ly@undp.org</a></p> <p>Format: PDF files only  Max. File Size per transmission: [5 MB]  Max. No. of transmission: [No Limit]  No. of copies to be transmitted: [Only 1 copy]  Mandatory subject of email: ITB reference Number (<b><u>ITB/LBY/SLCRR/2017/033</u></b>) + <b>Company Name</b></p> <p>Time Zone to be Recognized: (UTC/GMT+1)</p> <p><u>Other conditions:</u></p> <ul style="list-style-type: none"> <li>• Scanned and signed technical and financial bids should be sent in two different files.</li> <li>• Bidders may send as many e-mails as needed, considering that every file must not exceed 5MB</li> <li>• As an e-mail can take some time to arrive after it is sent, we advise all Bidders to send e-mail submissions well before the deadline.</li> <li>• Please be aware that bids emailed to UNDP will be rejected if they are received after the deadline for bid submission. Bidders are solely</li> </ul>

			<p>responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware.</p> <ul style="list-style-type: none"> <li>Bids sent to the private or individual office email addresses of any procurement staff, will not be considered</li> </ul>
24	D.23.1 c)	Date, time and venue for opening of Bid	<p>Bids will be opened in the presence of bidders' representatives who choose to attend:</p> <p><b><u>26 October 2017, 16:00 hrs. (Tunisia time)</u></b></p> <p>Venue: UNDP Libya based at Tunis. Immeuble Le Prestige Business Center (Second Floor), Tour E et D, 2ème étage, Rue du Lac Windermere, Les Berges du Lac, 1053 Tunis, Tunisia.</p> <p>Bidders interested to attend the bid opening exercise must send the following information to the above mentioned email address on or before 12.00 pm on 25 October 2017:</p> <p>Participant's Name, Company Name.</p> <p>Please note:</p> <p>Only 01 (one) person from each company will be allowed to participate.</p> <p>Bidders submitting emails indicating their interest after the deadline will not be allowed to attend the bid opening.</p>
25		Evaluation method to be used in selecting the most responsive Bid	<p>Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and</p> <p>Lowest price offer of technically qualified/responsive Bid</p>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	<ol style="list-style-type: none"> <li>Company Profile, which should <u>not</u> exceed fifteen (15) pages.</li> <li>Valid business license. Interested bidders must have appropriate permission/registration from relevant Government body to operate in Libya (copy must be provided with the bid).</li> <li>Bid Submission Form duly signed and stamped (Section 4).</li> <li>Documents Establishing the Eligibility and Qualifications of the Bidder (Section 5).</li> </ol>

			<p>5. Technical Bid Form (Section 6).</p> <p>6. Priced BOQ with value for each component filled, signed, stamped and provided (Section 7).</p> <p>7. Implementation Timeline.</p> <p>8. Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value (work handover certificate/substantial completion certificate and etc.).</p> <p>9. Experience as a prime contractor in at least two (2) similar contracts construction/ renovation/ rehabilitation projects.</p> <p>(Copy of contracts and certification of completion to be provided together with the bid).</p> <p>10. List and value of completed and on-going projects with contact details of clients and current percentage completion of each on-going project.</p> <p>11. Company's proposed team details (CVs to be provided).</p> <p><b><u>(Refer to evaluation criteria mentioned under 32)</u></b></p>
27		Other documents that may be Submitted to Establish Eligibility	As per the evaluation criteria mentioned under 32
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	Technical bid should be prepared and documents submitted as per Section 2, Clause 15 (Instruction to Bidders) and as per Section 3a (Schedule of Requirements and Technical Specifications) and Section 3b (Related Services) and data listed under Section 6 Technical Bid Form; Please use the list of documents included into the set of Bid Documentation in order to determine the documents necessary for submission.
29	C.15.2	Latest Expected date for commencement of Contract	November 30, 2017
30	C.15.2	Maximum Expected duration of contract	The successful bidder (s) will be expected to complete the works <b><u>within 4 (four) months</u></b> from the award of contract/site handover.
31		UNDP will award the contract	One Bidder only considered technically qualified

		to:	and offering lowest priced for the complete set of requirements
32	F.34	Criteria for Evaluation of Bid	<p>Please refer to section 25 of Data Sheet – “Evaluation method to be used in selecting the most responsive Bid”</p> <p><u>Bid Evaluation Criteria:</u></p> <ol style="list-style-type: none"> <li>1. Minimum of 3 years of experience in construction.</li> <li>2. Priced BOQ with value for each component filled, signed, stamped and provided.</li> <li>3. Capacity to undertake construction /rehabilitation including previous experience with similar type of works (a minimum number of 2 contracts with the value not less than USD 200,000.00 per each contract.</li> <li>4. Implementation Timeline (to match the period stated in the ITB).</li> <li>5. Acceptance to the General Terms and Conditions of UNDP’s Standard Contract for Works (Bid Submission Form- signed and stamped form).</li> <li>6. Qualifications and suitability of the key personnel proposed for the contract including their previous experience with same type of assignment (<b>Civil Engineer/Project Manager</b> - shall have a University Degree in Civil engineering and minimum of 5 years of experience of work of an equivalent nature and volume. <b>Electrician</b> – certified and minimum of 3 years of experience of work of an equivalent nature. <b>Plumber</b> - with a minimum of 3 years of experience of work of an equivalent nature).</li> </ol> <p>(CVs to be provided for the personnel proposed for the contract).</p>
33	E.29	Post qualification Actions	<p>Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p>Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation</p>

			<p>team;</p> <p>Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;</p> <p>Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;</p>
34		Conditions for Determining Contract Effectivity	Satisfactory Performance of the Contract with satisfactory delivery and installation of goods/services included in this ITB.
35		Other Information Related to the ITB	N/A

## **Section 3: Schedule of Requirements**

### **Rehabilitation of Medical Clinic in Garyounis, Benghazi, Libya**

#### **Objective Services / (Scope of Work)**

##### **Background**

TUNDP's project 'Strengthening Local capacities for Resilience and Recovery' is a three-year EU funded initiative, aiming at supporting local authorities in Libya to respond to the many conflict and human mobility induced challenges - by strengthening the local resilience and recovery mechanisms - that impact negatively citizens' access to essential services, sources of livelihoods, the social cohesion and security of communities.

The project aims at responding to the many conflict and human mobility induced challenges - by strengthening the local resilience and recovery mechanisms - that impact negatively citizens' access to essential services, sources of jobs and livelihoods, the social cohesion and security of communities. Target beneficiaries are host communities – including internally displaced persons (IDPs) and returnees – migrants and refugees.

The project is built around 3 outputs: (1) Better provision of basic services at local level and increase access for most vulnerable groups from host communities - including Internally Displaced Populations (IDPs) and returnees - as well as migrants and refugees is ensured; (2) Local authorities and administrations are supported in fulfilling their role and responsibilities with a focus on enforcing local stability and community security (3) Local economic recovery/development, including job creation and livelihoods are supported.

The project – which will be implemented through conflict-sensitive approach - will offer support to local actors in achieving concrete results in three areas: 1) service delivery; 2) social cohesion and community security; and 3) livelihoods and local economic recovery/development. Within the second output, the project will support local governments to enhance local stability and security for the entire population in the selected locations. Strengthened collaboration between local authority staff, immigration officials and rule of law institutions is needed to effectively identify potential victims, provide necessary assistance to current victims.

##### **PROJECT DESCRIPTION**

The works comprise Rehabilitation of Medical Clinic in Garyounis, Benghazi, Libya

##### **The work includes:**

Conducting rehabilitation works on the existing building in Garyounis, Benghazi, in order to render the existing medical facility fully functional. The works incorporate various finishing activities such as demolishing works, concrete works, masonry works, repair of plaster and painting, repair of the existing doors and windows, plumbing and electrical works.

##### **CONTRACTOR USE OF SITE**

The Contractor shall make his own inquiries and satisfy himself that the position, size, shape, method of construction, color and usage of temporary buildings and facilities is compatible with all local and national requirements and laws.

All temporary buildings and work areas such as site offices, workshops, stores etc. shall be constructed only in positions approved by the Client. Notwithstanding any approval given by the Client to the sitting of any temporary building or facility, responsibility for complying with local and national laws remains with the Contractor.

The bidders should consider and comply with the following requirement and specifications:

1. Ambiguity: In case of ambiguity between any of the technical documents, the better quality and/or the greater number will be required.
2. Contract Technical Documents: All work shall comply with the Contract Documents and with all applicable codes, laws, regulations, and ordinances wherever applicable. The most stringent of all the foregoing shall govern.
3. It is understood that the Contractor has examined the Site and made his/her own estimates of the facilities and difficulties attending the execution of the Work, and has based his/her price thereon.
4. Except for unforeseeable concealed conditions as determined by the Engineer, the Contractor shall make no claim for additional cost due to the existing conditions at the site, which, in the opinion of the Engineer, with reasonable diligence could have been ascertained by the Contractor in his/her examination of the Site
5. Contractor, at Contractor's expense, will be responsible for any items not included in bid, but are shown on plans or specified in the General Specifications or required by local codes and ordinances.

**DEMOLITION REQUIREMENTS:**

1. Safety conditions shall be maintained at all times, and the contractor shall use all precautions necessary, such as suitable guard rails, barriers, and warning lights necessary, especially at excavations, to provide necessary protection for the owner, the public, and inspectors visiting the site.
2. Debris control shall be maintained at all times, and the Contractor shall provide all necessary drop cloths, dust screens, chutes and water sprays necessary to maintain and limit dust to the lowest possible levels practical. Roofing membranes, shingles and other roofing debris shall be prevented from falling or being blown onto adjacent and neighboring properties. All debris shall be removed each day from the streets, adjoining walks and properties.
3. Disposal of debris shall be removed from the site in approved carrier to legal disposal sites all in accordance with local ordinances and applicable environmental regulations.
4. Adjacent properties and Owner's property shall be protected from damage at all times. All shrubbery and trees in working areas shall be protected by the use of appropriate barriers and/or guard shields of adequate strength to protect same. Contractor is to restore and correct all damage caused in the performance of his work using materials and workmanship matching the quality and type of the damaged area or item.
5. If possible, demolition is to begin at top levels and work down through the building. All items of demolition materials are to be broken down into appropriate sizes convenient for handling and removal. Demolition is to be executed in such manner as to provide clean substrates for new work, free of any obstructions or damage to work that is to remain.
6. All areas that are involved in demolition shall be secured by a barrier (plastic) to prevent the spread of debris/dust into other locations.
7. Shoring is to be provided where demolition of existing (partition removal, masonry wall removal, stairs removal, floor removal) or other elements are required. Shoring shall be provided of adequate framing and timbers with loads spread adequately at the base to protect the existing structure from damage. Shoring is to remain in place until defective removed structural items are replaced with new materials.
8. The dismantled materials are the sole properties of the client. The contractor shall collect and keep the dismantled material if the dismantled material in stores designated stores of the Client. Are needed by the Client. The dismantled material should be removed off site to Authorized dumping area if the dismantled material is not required by the Client.

9. The contractor shall coordinate implementation of his daily work activities with the client and the supervising engineer (working hours), throughout the construction period.
10. The contractor shall protect and safe guard the existing facilities and building finishes, including the painting, the floor tiles, etc.
11. The contractor shall make the necessary temporary water, electrical power connections, etc. to prevent interruption of the power and water supply for the existing functioning building.
12. The contractor shall take all necessary measures to protect and minimize environmental hazards including pollution, noise, dust ...etc.

## **CONCRETE WORKS:**

### **MATERIALS AND METHODS**

Concrete curing and protection shall be accomplished by preventing loss of moisture, rapid temperature change, and mechanical injury or injury from rain or flowing water for a period of seven (7) days. Curing shall be started soon after placing and finishing, and when free water has disappeared from the surface of the concrete.

### **INTERIOR SLABS**

When required by the Contract Document or Code, four (4) inches of lime waste or road stone, as needed, shall be placed on undisturbed or compacted fill. Rake sand level to a uniform thickness. Fill as needed base course of clean graded gravel, no larger than two (2) inches and not smaller than ¼ inch.

### **EXTERIOR SLABS**

When required by the Contract Document or Code, area shall be filled with four (4) inches of sand or a mixture of sand and gravel uniformly compacted.

A four (4) inch slab with #3 rebars 18". If applicable, see Drawings for slab detail. Control joints and expansion joints shall be used to divide slabs into approximate "squares" not exceeding 12 feet by 12 feet.

### **CONCRETE REINFORCEMENT**

- Reinforced concrete work shall comply with building code requirements for reinforced concrete (ACI-318) of American Concrete Institute. Reinforcing material shall be new material conforming to the following:
  - A. Deformed Steel Bars - ASTM A-305.
  - B. Billet Steel Bars - ASTM A-15.

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

- Concrete test cubes and testing costs wherever required
  - Mixing, hoisting and placing and compacting on the surfaces of any material or on formwork
  - All necessary keys to concrete surfaces to receive in-situ finishes

## **MASONRY:**

### **GENERAL**

- This section covers all work, labor, materials, accessories, scaffolding and appliances necessary for the completion of all, block, anchoring, reinforcing and miscellaneous masonry work.
- Repair: includes replacement of loose, missing or deteriorated elements, as identified by area in the Bid Document and the Engineer's instructions.

- Install: includes all work necessary to provide complete masonry wall.
- Block works shall be measured in meter square. The net measurement of the seen elevations, excluding all openings and voids more than 0.1 M. S. in area.

#### PRODUCT DELIVERY, STORAGE AND HANDLING

- Store materials under cover in a dry place and in a manner to prevent damage or intrusion of foreign matter. During freezing weather, protect all masonry units with tarpaulins or other suitable materials. Store concrete masonry units under covers that will permit circulation of air and prevent excessive moisture absorption. Concrete masonry units shall be protected against wetting prior to use.

#### JOB CONDITIONS:

- Masonry shall be kept to temperatures above freezing until mortar has attained sufficient strength and set so that it will not be damaged by freezing. Warm all materials in freezing weather to a minimum of 40° F and protect work by appropriate covering to prevent damage from freezing. The ambient temperature in the sheltered area shall not be less than 40° F for a minimum of 48 hours.
- Protect walls against staining and keep top soils of walls covered when work is not in progress. Use non-staining, waterproofed covers, overhanging walls at least two feet.

#### MATERIALS

- Concrete blocks shall be Grade 35 of the required dimensions and comply with the relevant applicable Quality Standards and approved product.
- All stored materials at the job site will be under cover and in a dry place. All concrete masonry units shall be covered at all times. During erection, all walls shall be kept dry by covering at the end of each day or shut down period with a strong water-proof membrane, and the membrane will be securely anchored so that it will remain in place during high winds or inclement weather.

#### MORTAR

- Mortar to be of an approximate mixture of one part Portland cement, one-half part lime, and five parts sand, maximum.
- Tint mortar to match existing if required.

#### REPAIR BLOCK WALL

- Remove and replace all deteriorated masonry or stone units which are no longer securely held with mortar.
- Remove all deteriorated mortar from stone/block/brick surfaces back to a depth of at least ¾-inch. Brush out joints free from dust and moisten slightly. Force mortar into joint, strike or rake and tool to match existing conditions. Tint mortar, if required, to match existing as closely as possible.

#### LINTELS

- All concrete lintels shall be reinforced with a minimum of two rods, sized as loading and Code requires.

#### PLASTERING WORKS:

##### PLASTER REPAIR

- Remove all loose, spalling, or damaged plaster and lathing materials. At areas of loose plaster or damaged apply plaster the required coats of plaster and as instructed by the Engineer.

- Provide backing at holes and large cracks prior to filling and finishing. Cracks are to be repaired by widening existing cracks to form a “V” groove. Use patching plaster at crack repairs when appropriate. Spackle minor cracks and fissures as required to provide surface ready for painting.
- Plastering to all areas shall be measured net, including openings that are less than 0.25-Meter Sq. The price shall include for running rolls, all narrow widths, for taking out joints on block walls or backing concrete face for key, for making good to frames around pipes and other fittings, plastering to jambs and reveals of openings, side of columns, window sills; all of which shall be measured as plastering.
- Mix and proportion cement plaster in accordance with ASTM C926.

Rates shall include, but not limited to, the following:

- Fixing of galvanized metal lath over the joints, angle beads at all free corners and plaster stops at opening edges, expansion joints, sills, covering all conduits of electricity, water supplies, etc.
- Plaster curing, additives, pigments and all incidentals required as specification and engineer approval.
- Scaffolding, maintenance all existing plaster after removal specified area, preparing the surface to install the new plaster coating.

#### **PAINTING WORKS:**

##### **PAINTING/LEAD-BASED PAINT HAZARD REDUCTION**

- The contractor should allow in his pricing that the engineer may use as many different colors or combination of colors to meet an approved color scheme.
- All paint works should conform to manufacturer’s instructions regarding number of coats, rate of application or drying time.
- Painting to be carried out on new or old surfaces. Price shall include surface preparation, peeling off old defective paint, batching, etc. on new or old existing walls & ceiling.
- The work should include surface preparation, clean, remove dust and foreign matter, sanding with sand paper, checking the walls, all as instructed and approved by the site engineer. Type of paint shall be of the best quality as approved by the Engineer
- Unless specifically noted elsewhere in the bid document, all repairs to interior and exterior surfaces shall be included in the bid for painting unless specifically noted in the Bid Document. All new drywall surfaces must be thoroughly clean, dry, and completely cured. New surfaces shall also be primed. Paint material shall be applied in a consistency adequate enough to give thorough and acceptable coverage. All materials shall be completely free of all lead or lead compounds.

##### **Materials**

All materials shall be of best quality **Deliver all materials in original containers bearing manufacturer’s labels.** Follow manufacturer’s label instructions completely.

Interior Work ALL WALL AND CEILING SURFACES, AT FINAL, SHALL HAVE A UNIFORM TEXTURE. IF EXISTING SURFACES ARE NOT UNIFORM, A LIGHT COAT OF TEXTURE SHALL BE APPLIED TO ALL WALL AND CEILING SURFACES, WHEN REQUIRED IN THE BID DOCUMENTS.

- Keep premises as clean and orderly as possible, and well ventilated. Remove waste daily and at completion of job. Protect all adjoining surfaces by covering or moving.
- Wash all surfaces with a solution of trisodium phosphate (or equal) in water. Prior to painting, all surfaces shall be free of dirt and grease.
- Sand enamels and varnishes with 220 or finer sandpaper between coats.

- Coat all knots, gaps, streaks, or stains, with one (1) coat of shellac based primer or other approved sealer before painting.
- Putty nail holes, cracks and blemishes after primer coat has been applied, but before application of finish coats.
- All coats are to be thoroughly dry before applying succeeding coats.
- Where painting is required on concrete and masonry surfaces, it shall be done on a clean, dust and scale free surface, (wire brushed) and in full compliance with specifications of manufacturer of finishing material.
- Spackle and spot prime walls as necessary.

**Exterior Work:**

- Wash off heavy dirt accumulations with water and tri-sodium phosphate.
- Clean up and remove all debris daily and at completion.
- Allow solvent-thinned paints to dry 24 hours or longer between coats.
- Coat all knots, gaps, streaks, or stains, with one (1) coat shellac-based primer or other approved sealer before painting.
- Putty nail holes, cracks, and blemishes after primer coat has been applied, but before application of finish coats.
- Where storm windows exist, the contractor shall remove all storm windows, prepare surface, back putty as required, replace broken glass, paint main window and trim, and reinstall storm window.
- Remove scale or rust from metal surfaces by wire brushing, scraping, or sandblasting, down to bright metal, and prime as soon as possible with rust preventative paint. Remove oil and grease with mineral spirits.
- Old painted surfaces on wood shall be wire brushed or sandpapered, and where scaling, scraped or loose paint removed. Hard, glossy, and non-chalking surfaces should be dulled, and surfaces washed or rinsed.
- Exterior paint should be suitable for the external application and is not to be done during or immediately following foggy, rainy or frosty weather. Avoid painting surfaces while they are exposed to the hot sun.
- All coats are to be thoroughly dry before applying succeeding coats in accordance with manufacturer's recommendations.
- Where painting is required on concrete and masonry surfaces, it shall be done on a clean, dust and scale free surface (wire brushed) and in full compliance with specifications of manufacturer of finishing material.
- Unless otherwise set forth in the Bid Document, all painting shall include any number of coats needed to achieve good cover and hide.

**Oil-based paint:**

- Paint with the required number of coats of quality oil-based. First coat to be thinned according to manufacturer's directions. Second coat to be applied 24 hours later, or longer, from first application unless otherwise specified by paint manufacturer.

**Paint Metal:**

- Scrape all loose paint, remove dirt and/or oxidized paint. Dust clean. Spot prime all bare spots with primer as recommended by finish paint manufacturer. Allow to dry as per manufacturer's directions, with one (1) coat primer and one (1) finish coat of paint. All paint to be brush applied unless prior Engineer's approval has been received.

**TILING WORKS:**

**CERAMIC WALL TILE**

Ceramic tile shall be standard grade all tile shall be set true, level and plumb. Standard wall tile adhesive shall be used unless otherwise specified. Wall surface shall be free of defects before applying tile, and surface preparation shall conform to manufacturer's specifications. All tiles around bathtubs or shower stalls shall be installed over ½" light weight concrete board or green rock.

#### **ACOUSTICAL SUSPENDED CEILINGS**

Acoustical suspended ceilings shall be installed level and true in complete accordance with manufacturer's instruction. Use Armstrong or written approved equal. Hanger wires to be minimum 12 ga. galvanized soft annealed steel wire spaced as required by manufacturer's instructions with lag hangers only. Layout of ceiling to be started at center of room to provide like sizes at room perimeter for uniform appearance and balance. Ceiling panels to be 2' x 2' or 2' x 4". Installation in high moisture areas shall be scrubbable vinyl coated type. Finished ceiling height, installation and materials shall conform to code. Fill any holes in plaster with sheetrock or plaster before installing suspended ceiling. Remove all loose plaster.

#### **FLOOR TILE REPAIR –**

Furnish all labor and materials necessary to repair existing floor tile. All surfaces shall be clean, dry, and free from excessive adhesive. Surfaces shall be smooth and straight.

#### **FLOOR CLEANING –**

- Furnish and install all labor and materials necessary to clean floor, base, and/or vinyl base. Cleaning products shall not be abrasive as to damage surface, or hazardous to the applicator or residents. Surfaces shall be clean of grease, dirt, and residue.
- All tiling works shall be measured net in square meters, deducting all openings and voids more than 0.25 m.s.
- Rate shall include preparation of surfaces under tiles, sand with cement mortar, finish to falls and cross falls, special tile pieces for edges and plastic spacers, pointing and cleaning; all as per specifications and Engineer approval.

#### **Rates shall include:**

- Samples for approval and all the required tests.
- Cleaning, mechanical polishing and pointing using grout

#### **WOODEN DOORS:**

- The work shall include: supply, fabricate and installation of doors, windows, made out of approved timber to be finish as per the respective specification and the existing doors and windows.
- The contractor shall submit shop drawings for the approval of the Engineer, prior to fabrication.
- Samples shall be provided for Engineer's approval prior to purchase of material.
- The work shall include: supply, fabricate and installation of doors, windows, made out of approved timber to be finish as per the respective specification and the existing doors and windows.
- The contractor shall submit shop drawings for the approval of the Engineer, prior to fabrication.
- Samples shall be provided for Engineer's approval prior to purchase of material.

Rates shall include;

- Hoisting and fixing in position, drilling and making good.
- Brass Nails, Brass screws, glue, plugs etc.,.
- Framing together all work in accordance with the best practices.

- Priming backs & applying two coats of an approved wood preservative before fixing.
- Rate to include for providing sundry items related to the door & windows.
- Rate shall include for 5mm thick clear float glass/ wired glass /tinted glass /translucent glass as appropriate to suit the respective doors and windows as similar to the existing doors and windows, where required.
- Rates shall include for fixing timber frame, door sash / window casement brass fixing screws, lock sets with 3 keys manufactured in Europe.
- Preservative treatment for back of door & door frame in contact with masonry or concrete.
- Sizes
- The sizes as existing doors and windows and description of bill of quantities are finished sizes and subject to same permitted in the specifications.
- The contractor shall check the measurement of openings physically at the existing doors and windows before fabricating the doors & windows.
- All the locks shall be ISO certified or approved equivalent supplied by authorized dealer appointed by the manufacturer & approved by the Engineer.
- All ironmongery shall be heavy duty of approved European manufacture, ironmongery samples should be submitted for approval.
- Painting / Final Finish
- Unless otherwise stated all surface of timber doors & windows and casements and door sashes shall be applied with two coat of wood preservative, two coats of prime, two coats of approved paint, paint type and finishing shall be similar to the paint finishing of the existing doors and windows.
- The term door unit shall mean the installation of jambs, casing (both sides) if needed, butt hinges, lock set and the door, including aluminum or wood threshold.
- The choice of door, including glass requirements, shall be made by the Engineer.
- When pre-hung metal clad doors are to be installed, the price shall include all needed modification to opening, trims, moldings, repair to exterior and interior wall surface. Replacement metal clad door may be substituted with written approval.
- All exterior doors shall be made weather tight. A watertight threshold shall be provided. Doors shall be weather-stripped to prevent infiltration of dust, snow, and weather.
- All new doors shall be finished inside and out with two coats of paint or stain and varnish at owner's option unless specified in the painting portion of the Bid Document.

#### **INSTALLATION:**

- Wood Doors (exterior, interior) - shall be installed with door and frame set plumb, straight and true. All doors shall be undercut, including closet doors to allow for carpeting, thresholds, and weather-stripping. Doors shall be cut and planned to allow 1/8" clearance at head and jambs. Door and frame shall be primed and be finished with two coats of paints. All hardware shall be of a high quality approved by the Engineer. Mount door and hardware so door shall swing freely without springing of door hinges or binding of door. One screw at each hinged shall be replaced with a screw capable of penetrating 1" into framing.

#### **REPAIR EXISTING DOORS:**

- Existing doors shall be repaired with matching parts and hardware as required to restore weather integrity, soundness and smooth operation. Broken joints shall be doweled, glued and clamped.
- Remove deteriorated stops, casing, trim, and jambs, and replace with new (as required in the bid document). Repair and/or replace damaged door and missing hardware (as required in the bid document) with materials of matching design and finish, or existing hardware.

Install new locksets at existing exterior doors, over old cutouts with new cover escutcheon plates (as required in the bid document Where casing trim is to be retained, remove existing deteriorated finishes, sand surfaces, and fill holes and dents to provide a smooth surface ready for new paint. Provide new weather-stripping at exterior door.

#### **ADJUSTING DOORS:**

- Adjust door to open, close and lock properly. Trim any edges necessary for even reveal or fit. Adjust latch keeper (plug and re-drill old holes as needed). Sand and touchup affected surfaces to match existing.

#### **WINDOWS:**

##### General

- The term window unit shall mean the installation of frame, sill, sash, trim, hardware, screens, and repair to interior and exterior wall surfaces.
- All window units shall be set plumb and level, finished and trimmed as required.
- New window units shall be of quality, type and size as called out in the Bid Document. All frames, sashes, stops and exterior casings shall be of clear pine.
- Exterior side of all wood surfaces shall be painted with one (1) coat of primer sealer before installation, and after installation shall be painted with two (2) finish coats of exterior type paint to match structure and/or trim.

#### **REPAIR EXISTING WINDOWS:**

##### Wood windows

- Remove and replace all broken sash cords and replace with new sash cords at all double hung windows . All deteriorated or damaged stops, sills, aprons, parting stop sash and frame trim are to be replaced.
- Replace all deteriorated sash with matching units.
- Replace all cracked, broken and missing glass "B" quality glass, or glass of thickness as recommended for size of light. Reset loose glass, remove bad glazing, apply new glazing to make airtight seal. Install new sash lifts and locks where missing or broken.
- Clean and prep window, inside and out, for new paint
- All units at final shall be weather tight, operable and lockable.

#### **ALUMINIUM WINDOWS:**

- Free lower sash so that it opens properly; replace broken glass, as per contract document, reset loose glass; remove bad glazing; apply silicone sealant between frame and glazing; apply new glazing (vinyl) to unit(s) to make airtight seal; replace all rotted sills, casings, framing members, and trim both inside and out; install new lock and sash stop if existing is not present or cannot be repaired to operate; prep and paint all finish surfaces; all materials shall match existing. All windows shall be cleaned prior to final. All units shall at final be weather tight, operable and lockable.

#### **HARDWARE**

- Shall be good quality and shall be suitable for use intended and installed as per manufacturer's printed instructions. Lock sets shall be high quality approved by Engineer.

#### **DOOR/WINDOW CASINGS**

- Furnish and install new casings as specified in Bid Document. Casings are to match those in the structure. All nails are to be set, holes to be filled, stained or painted.

#### **PLUMBING:**

- Plasticized polyvinyl chloride (uPVC) pipes shall be used in the plumbing installation and they must conform in every respect to the requirements of BS 4514.
- All fittings and pipe specials used in the plumbing installation shall be suitable and compatible with all respects to the pipe line to which fittings and specials are fixed.
- Rates for plumbing work shall include for:-
- Complying with the relevant British /EC or any other standard as given under the specifications and with the regulations of the Local Authority and or any other relevant authorities.
- Cutting and waste of pipes etc., and joining pipes.
- All specials such as elbows, bends, tees, junctions, plugs, reducers and similar pipe fittings except for valves which will be measured separately.
- Connecting pipes to sanitary fixtures and appliances.
- Necessary screws, nails sockets, connection back nuts standard pipe fixing or supporting clips, saddles, brackets, holder bats, straps etc.
- Connecting of different types of pipes.
- Testing and disinfection after completion.
- Excavation, backfilling, disposal of surplus soil for items which were specifically mentioned.

Rates for sanitary fittings shall also include for:-

- Fittings such as taps, waste water outlet, internal overflows etc. and supporting brackets, incidental materials for fixing, unless otherwise measured separately.
- Assembling, jointing together fixing components parts, and jointing to pipes including necessary coupling and for leaving perfectly clean and in perfect working order on completion.
- Jointing and connecting of pipes to sanitary fittings.
- Testing and commissioning of the installation.
- Making good of the work disturbed.
- Submitting samples for the approval of the Engineer.
- Protecting the works.
- Rates for drainage work shall include for :-
- Laying of pipes to falls.
- Excavation, backfilling, disposal of surplus soil
- All pipe specials such as bends, junctions, elbows, tees etc.
- Connection to sides of manholes etc.
- Providing sleeves etc., when pipes pass through walls, foundations etc.
- Giving notices, obtaining permits, paying fees, fixing, testing and commissioning etc.

#### **ELECTRICAL WORKS:**

Unless otherwise stated, Rates in Bill of Quantities shall include all necessary materials (Cables, conduits, PVC sunk box, bulbs, switches etc.) and labor required to complete the electrical installation to good working order.

## Section 4: Bid Submission Form<sup>1</sup>

*(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)*

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Insert: Location

Insert: Date

To: Ms. Noura Hamladji, Country Director, UNDP Libya based at Tunis, Tunisia

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for **Rehabilitation of Medical Clinic in Garyounis, Benghazi, Libya - ITB/LBY/SLCRR/2017/033** in accordance with your Invitation to Bid dated October 11, 2017. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for *[insert: period of validity as indicated in Data Sheet]*.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details: \_\_\_\_\_

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<sup>1</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

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*[Please mark this letter with your corporate seal, if available]*

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## Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

### Bidder Information Form<sup>2</sup>

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: ITB/LBY/SLCRR/2017/033

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

<sup>2</sup> The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- All eligibility document requirements listed in the Data Sheet
- If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

## Joint Venture Partner Information Form (if Registered)<sup>3</sup>

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: ITB/LBY/SLCRR/2017/033

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any): <a href="#">Click here to enter text.</a>		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. <a href="#">Click here to enter text.</a>		
<b>13. JV's Party Authorized Representative Information</b> Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

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<sup>3</sup> The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

## Section 6: Technical Bid Form

<b>ITB/LBY/SLCRR/2017/033</b> Rehabilitation of Medical Clinic in Garyounis, Benghazi, Libya
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<b>Name of Bidding Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Bid:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION						
<p><i><b>This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.</b></i></p>						
<p><u>1.1 Brief Description of Bidder as an Entity:</u> Provide a brief description of the organization / firm submitting the Bid; its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.</p>						
<p><u>1.2. Financial Capacity:</u> Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.</p>						
<p><u>1.3. Track Record and Experiences:</u> Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.</p>						
Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

## SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

*This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.*

**2.1. Scope of Supply:** Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

Item No.	Description/ Specification of Goods	Source/ Manufacturer	Country of Origin	Qty	Quality Certificate/ Export Licenses, etc. (indicate all that applies and if attached)

*A supporting document with full details may be annexed to this section*

**2.2. Technical Quality Assurance Mechanisms:** The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

**2.3. Reporting and Monitoring:** Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

**2.4. Subcontracting:** Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

**2.5. Risks / Mitigation Measures:** Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

**2.6 Implementation Timelines:** The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

**2.7. Partnerships (Optional):** Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

**2.8. Anti-Corruption Strategy (Optional):** Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

**2.9 Statement of Full Disclosure:** This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

**2.10 Other:** Any other comments or information regarding the bid and its implementation.

### SECTION 3: PERSONNEL

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

<b>Name:</b>		
<b>Role in Contract Implementation:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Relevant Work Experience:</b>		
<b>Language Skills:</b>		
<b>Education and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References (minimum of 3):</b>	<i>Name                  Designation                  Organization                  Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
<hr style="width: 50%; margin: 0 auto;"/>		
Signature of the Nominated Team Leader/Member		Date Signed

## Section 7: Price Schedule Form<sup>4</sup>

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The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

1. All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Annex II, Conditions of Contract, Section, and Clause 18.
2. The rates shall be used for the price analyses and evaluation purposes or any other requirements during the project implementation and shall be fixed and firm for the duration of the contract and any claim for price adjustment will not be entertained. The prices shall be inclusive of all facilities, office running cost, communication, transportation, and company overheads ....etc.
3. The price of the items in the schedules (unless otherwise indicated) include: Supply of new and best quality materials approved by the supervisor engineer, manpower, instruments and installation, purchase or hire of machines and equipment used in the execution of the work and transport materials from stored areas and whatever necessary to provide best quality workmanship required for the respective works.
4. No new items shall be added unless otherwise expressly allowed for in the Schedules.
5. Offers are expected to reflect realistic prices. Any gross deviations from the prevailing market prices or unethical manipulations may cause the offeror to be disqualified. 8. UNDP has the right to increase or decrease for any item quantity or minor modifications to the structures for the same unit price in the BOQ or to omit any item / structure considered not necessary without any compensation to the contractor.
6. Any damage resulted from defect in execution by the Contractor on the executed works during the defects liability period (one year after Substantial completion of the work) should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from UNDP
7. The Contractor fails to deliver the services within the time period(s) stipulated by the contract, UNDP shall, without prejudice to its other remedies under the contract, invoke Section 5: Special Conditions, Liquidated Damages.
8. All electrical, sanitary and drinking water net installations should be tested and approved by the supervisor engineer upon completion of the works

**Bidders shall price separately each Item in the Bill of Quantities (BOQ) and return the form duly signed with the Bid.**

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<sup>4</sup> *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.*

## Rehabilitation of Medical Clinic in Garyounis, Benghazi, Libya

ITB/LBY/SLCRR/2017/033

Item #	Description	Unit	QTY	Rate USD	Amount USD
1	<b>A - Site clearing:</b>				
1.1	Cleaning the site, removing and haul away to authorized dumping site the rubbish, unwanted plants, weeds, trees, roots, surplus.etc., in accordance with the Engineer's instructions.	LS	1		
2	<b>Demolishing and Dismantling Works</b>				
	<p><b>The work shall include and comply with the following:-</b></p> <p>a. Removing of demolished/dismantled material off site to authorized dumping sites.</p> <p>b. The dismantled material are the sole properties of the client (in case those dismantled material required by the Client).</p> <p>c. The contractor shall coordinate implementation of his daily work activities, working hours, throughout the construction period with the client and the supervising engineer.</p> <p>d. The contractor shall protect and safe guard the existing facilities and building finishes, including the painting, the floor tiles, etc.</p> <p>e. The contractor shall make the necessary temporary water, electrical power connections.etc... to prevent interruption of the power and water supply for the existing functioning building.</p>				
2.1	Dismantling, removal and hauling away the damaged iron bars window's	M2	80		

	protection. The work includes preparation of the windows for the installation of new protections, as per site engineer instructions.				
2.2	Dismantling, removal and hauling away the damaged Aluminum windows. The work includes preparation of the windows for the installation of new windows, as per site engineer's instructions.	M2	150		
2.3	Dismantling, removal and hauling away the damaged Aluminum partitions including the built in doors. The work includes preparation of the windows for the installation of new partitions, as per site engineer's instructions.	M2	100		
2.4	Dismantling, removal and hauling marble frames for the windows. The work includes preparation of the windows for the installation of new frames and partitions, as per site engineer's instructions.	MR	30		
2.5	Dismantling, removal and hauling the existing water tanks, pipes and fittings, complete.	LS	1		
<b>3</b>	<b>Concrete and Repair Works</b>				
3.1	Repair the damaged concrete structures at different locations with special approved repair material, such as Sika products or equally approved, as per the manufacturer's instructions. The work shall include propping and formwork to the existing structural element, removing loose damaged concrete at the joints of old and new concrete, cleaning of concrete surfaces, steel reinforcement (same as existing steel reinforcement)	LS	1		

	with adequate laps and proper bonding of the old and new concrete using special approved bonding material, according to the relevant technical specifications and the Engineer's instructions.				
3.2	Repairing and filling all the openings and holes caused from polite shooting during the conflict, complete. The price includes restoring the damaged areas to its original condition using the approved Cementous filling material, as per the Engineer's instructions.	LS	1		
<b>4</b>	<b>Painting works</b>				
	Painting material should be high quality of approved product.				
	Rate shall include surface preparation, putty where required, cleaning, sanding, etc... in accordance with specification and the engineer's instruction				
4.1	Supply and apply minimum 2 coats of high quality colored emulsion paint "supercryle" (of approved product) on the internal walls. The price includes removal of the damaged old paint, surface preparations; all according to specifications and the Engineer's instructions.	M2	600		
4.2	Supply and apply minimum 2 coats of high quality colored emulsion weather shield paint on the external walls, similar to the exiting textures and finishing. The price includes removal of the damaged old paint, surface preparations, all according to specifications and the Engineer's instructions.	M2	1300		

<b>5</b>	<b>Ceramic and Marble Works</b>				
5.1	Remove damaged ceramic tiles, supply and replace the damaged tiles by new ceramic tiles, similar and matching the existing tiles, including grouting and all necessary work, complete.	LS	1		
5.2	Supply and install high quality marble for windows/doors sills/jamb/lintels and replace the damaged/ missed marble by new marble, of the same color and pattern of the existing marble. The price includes all the necessary to finish the work as per the Engineer's instructions.	M	30		
<b>6</b>	<b>Aluminum and Metal Works</b>				
6.1	Repair, maintain and adjust the existing aluminum windows and partitions. The work includes re-fixing the loose frame to the walls, replacing damaged profiles, provision of missing parts like hinges, locks, handles, rubber and all the necessary works to complete the work as per the Engineer's instructions.	M2	50		
6.2	Supply and install iron protections for the windows, similar to the existing. The work shall include painting works by 2 coats of primer (anti-rust paint) and 2 finishing coats and all required work, complete as per the Engineer's instructions.	M2	90		
6.3	Supply and install Aluminum windows similar to the existing removed windows. The price includes the supply and installation of glass, locks, rubbers, hinges and all necessary works and accessories to complete the works as per the Engineer's	M2	150		

	instructions and approvals.				
6.4	Supply and install Aluminum partitions including supply and installation of the required imbedded doors. The price includes glass panels, handles, locks, hinges, rubbers and all necessary accessories to finish the work as per the Engineer's instructions and approvals.	M2	100		
6.5	Supply, install new windows' shutters and replace the damaged shutters. The work shall include shutter boxes and casings similar to the existing. The work shall also include removing and hauling away the existing damaged shutter, surface preparations and all necessary works and accessories to complete the works as per the Engineer's instructions and approvals.	M2	150		
<b>7</b>	<b>Glass Works</b>				
7.1	Supply and install 10 mm glass panels for reception area. The price includes all the necessary works to finish the work as per the Engineer's instructions.	M2	10		
7.2	Supply and install 6 mm glass panels for doors, windows and lighting openings. The price includes all the necessary to finish the work as per the Engineer's instructions.	M2	60		
<b>8</b>	<b>Wooden and Carpentry works</b>				
8.1	Repair, maintain and adjust the damaged wooden doors including replacing the damaged parts and accessories, hinges, missing parts, etc. The work includes	NO	40		

	applying 2 coats of painting and all the necessary works to complete the works in accordance with the Engineer's instructions.				
8.2	Supply and install first grade solid wooden doors of size 2100x 1100 mm similar to the existing doors. The work shall include removal of the old doors and frames, supplying and installation of door frames, approved type accessories, locks, cylinders and handles. The work shall also include painting the wooden doors and frames with approved wooden paint according to the relevant specifications and the Engineer's approval.	NO	20		
8.3	Supply and install gypsum boards partitions for the offices and open spaces. The price includes galvanized profiles, and painting with minimum two coats of emulsion paint and all necessary to finish the work as per the Engineer's instructions.	M2	70		
9	<b>Insulation works:</b>				
9.1	Supply and install one layer high quality bituminous waterproofing membrane(rolls) 4mm thick on the roof including priming and 75mm side laps and 100mm end laps, raised 300mm at roof parapets, water tightness test, all in accordance with ASTM D751 and the Engineer's approvals. The work shall include removal of the existing damaged waterproofing layer, repair of sloped screed, surface preparation ready for the application of the new waterproofing layer,	M2	1700		

	complete.				
<b>A</b>	<b>Subtotal Civil Works....Carried to Summary</b>				
10	<b>Plumbing and Sanitary Works</b>				
10.1	supply and install wash basins for the toilets, similar to the existing ones (like for like) or as per the approved sample by the Engineer. The price includes the needed piping works and connections to complete and finish the works as per the Engineer's instructions.	NO	7		
10.2	Supply and install 2000 liters HDPE water tanks of approved product. The price includes the floats, valves, fixing frames, covers and connections to the existing water network as per the Engineer's instructions.	NO	4		
10.3	Supply and install valves for the main feeding lines as per the existing diameters. The price includes all the necessary works to finish the work as per the Engineer's instructions.	LS	1		
10.4	Supply and install Poly Propylene (PPR) pipes 3/4" for potable water network. The pipes should be approved type similar to "Red Sea" brand or equal. The work shall include all required fittings such as Tees, bends, and all related work and accessories	M	18		
10.5	Supply and install stop valve size 20mm	NO	3		
10.6	Supply and install socket end cap 20mm of approved quality	NO	5		

10.7	Supply and install female threaded brass adaptor coupling with nut of 32 mm 3/4"	NO	6		
10.8	Supply and install chrome plated mixer similar to Swirl or equally approved for toilets and basins.	NO	5		
10.9	Supply and installation of 4" PVC pipes for sanitary work	M	18		
10.10	Supply and install 20mm coupling	NO	5		
10.11	Supply and install water pump of 2.2 hp, 220 volts including installation on concrete base, necessary vibration resistance material beneath the pump, the valves, automatic floats, automatic operating board and connection to the existing feeding pipes including all required fittings (2" diameter). The price includes all the necessary to finish the work as per the site engineer instructions	NO	2		
10.12	Supply and install water pump (booster pump) of 2 hp , 220 volts including installation on concrete base, necessary vibration resistance material beneath the pump, the valves, automatic floats, automatic operating board and connection to the existing feeding pipes including all required fittings (1" diameter). The price includes all the necessary to finish the work as per the site engineer instructions	NO	1		
<b>B</b>	<b>Subtotal Plumbing and Sanitary Works....Carried to Summary</b>				
11.00	<b>Electrical and Air Conditioners Works</b>				

11.1	<p>Supply, install and maintain wall mounted inverter split air conditioners. The price shall include one year warranty, wiring, electrical connections, drain pipes to the nearest drain point, waterproof on-off switch on the external units, galvanized steel holders/stands, opening in walls by coring machine, closing holes with sika sealant, gas and oil charging and removal of the old existing units. The units shall be according to the below specifications:Capacity :12000 BTUPre charged with Eco Friendly R 410AWashable screen anti-bacterial filtrationLow ambient heating tempPower supply source V/PH/HZ-208-230V-1-60HZAir flow volume m3/h-840Noise level in-door D/B-47Noise level out-door D/B-53Air Circulation (H/M/L) - m3/h 850/680/540Digital, Multi-function LCD remote Control</p>	NO	6		
11.2	<p>Testing and commissioning the entire electrical network in the building (internally and externally). The works shall include including the sockets, switches, wiring cables.etc.... The price replace the damage sockets/switches and replacing them if necessary with similar ones (like for like) as per the approved sample and double checking and confirming that the electrical system in the building works properly as per the Engineer's instructions.</p>	LS	1		
<b>C</b>	<b>Subtotal Electrical and Air Conditioners Works carried to Summary</b>				
<b>Summary</b>					<b>Total amount in USD</b>

A	Subtotal Civil Works	
B	Subtotal Plumbing and Sanitary Works	
C	Electrical and Air Conditioners Works	
Grand Total in USD		
Grand Total in Words (USD)		
Contractor's Name, Signature and Stamp:		
Date:		

## Section 8: Form for Advanced Payment Guarantee

*(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)*

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\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]  
**Beneficiary:** \_\_\_\_\_ [Name and Address of UNDP]

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of Company] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of ITB requirements] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])<sup>5</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_, 20\_\_ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

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<sup>5</sup> The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

## **Section 9: Model Contract to be signed**

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**Attached**

## **Section 10: GENERAL TERMS AND CONDITIONS FOR WORKS**

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**Attached**