

## **Responsive Assistance for Priority Infrastructure Development (RAPID) Program**

**Lot 4: Rehabilitation of Community Access Feeder Roads (Gangura – James Diko - Rimenze  
Feeder Road 12.8 KM (KM 0+000 to 12+800))Section 1 and 19.3 KM (KM 0+000 to 19+300)  
Section 2 , Yambio County, Gbudwe State, Republic of South Sudan**

**United Nations Office for Project Services (“UNOPS”)**

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*24/10/18*

## **Invitation to Bid**

**Measured Price Construction Contract**

**Contract No.: Not applicable**

**Date of Issuance: 24<sup>th</sup> October 2018**

**ITB Case No.: UNOPS/SSOC/10502-001/ITB/WORKS/2018-062**



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*Handwritten signature and date:*  
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## INVITATION LETTER

Dear Sir/Madam,

**Subject: Lot 4: Invitation to Bid for the Rehabilitation of Community Access Feeder Roads (Gangura – James Diko - Rimenze Feeder Road 12.8 KM (KM 0+000 to 12+800))Section 1 and 19.3 KM (KM 0+000 to 19+300) Section 2 , Yambio County, Gbudwe State, Republic of South Sudan**

**ITB Case No.: UNOPS/SSOC/10502-001/ITB/WORKS/2018-062**

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

The ITB consists of the following:

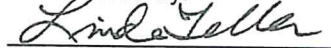
- This Invitation Letter;
- Bid Particulars (Section I);
- Instructions to Bidders (Section II);
- Evaluation Method and Criteria (Section III);
- Returnable Bid Schedules (Section IV);
- UNOPS Measured Price Construction Contract (the Contract) (Section V).

A complete set of the above bidding documents in English may be obtained from UNOPS by downloading them from our website at [https://www.unops.org/business\\_opportunities/current\\_opportunities](https://www.unops.org/business_opportunities/current_opportunities).

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

We look forward to receiving your bid.

Pre-cleared by:



Procurement Reviewer/Advisor

Linda Telles

UNOPS-KEOH 24/10/18

Approved By:



Head of Support Services/Procurement Authority

Richard Mugacha

UNOPS-SSOC

25/10/18





SECTION I

BID PARTICULARS

Works (Article 1)	<p>The works include the : <b>Lot 4: Rehabilitation of Community Access Feeder Roads (Gangura – James Diko - Rimenze Feeder Road 12.8 KM (KM 0+000 to 12+800))Section 1 and 19.3 KM (KM 0+000 to 19+300) Section 2</b> , Yambio County, Gbudwe State, Republic of South Sudan. Case No. UNOPS/SSOC/10502-001/ITB/WORKS/2018-062 as further described in Section V of this ITB.</p> <p><i>Major activities are:</i></p> <ul style="list-style-type: none"> <li>• Pre-Construction activities: Mobilization, site establishment, survey, material investigation and design.</li> <li>• Clearing and Grubbing.</li> <li>• Construction of Embankment Layer.</li> <li>• Forming Side drains and Miter drains</li> <li>• Placing Gravel Wearing Course</li> <li>• Construction of Drainage Structures</li> <li>• Installation of Road Furniture, etc.</li> <li>• De-mobilization</li> </ul>
Contact for correspondence, notifications and requests for clarifications (Article 1)	<p>All correspondence, notifications and requests for clarification in relation to this ITB shall be sent to:</p> <p style="text-align: center;">Harriet Atimaku <a href="mailto:HarrietAT@unops.org">HarrietAT@unops.org</a> and cc <a href="mailto:FlorenceA@unops.org">FlorenceA@unops.org</a> United Nations Office for Project Services South Sudan Operations Center</p> <p style="text-align: right;"><i>24/10/18</i></p> <p><b>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Art. 21).</b></p>
Bidder Eligibility (Article 4)	<p>This ITB is open only for local South Sudanese construction contracting company with a legal evidence of minimum shareholding 51% or major trustee being owned by South Sudanese nationals registered in South Sudan. In case of Joint Venture and/or association, 51% shareholding trustee or major ownership has to be held by South Sudanese nationals. Bidders are requested to submit a search certificate from Business Registry under Ministry of Justice.</p> <p><b>Note:</b> Bidders whose name appear in the link below are not eligible to bid <a href="https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx">https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx</a>.</p>
Clarifications (Article 8)	<p>Requests for clarification from bidders will not be accepted any later than <b>7 days</b> before the Deadline for Submission of Bids.</p> <p>Responses to requests for clarification shall be communicated to bidders by posting responses on UNOPS' website at <a href="http://www.unops.org">www.unops.org</a> under ITB</p>



	Case No. Lot 4: UNOPS/SSOC/10502-001/ITB/WORKS/2018-062.
Clarification Meetings (Article 9)	<p>A clarification meeting shall be held as follows:</p> <p><b>Date:</b> 31<sup>st</sup> October 2018  <b>Time:</b> 10:00am  <b>Location:</b> UNOPS SSOC, Conference Hall, Project Building, UN House, (Juba 3) Jebel Kujur, Juba, South Sudan</p> <p>The clarification meeting is not mandatory, but highly recommended.</p> <p><b>Note:</b> All those who intend to attend the clarification meeting <u><b>MUST</b></u> send a copy of their National ID or Passport before 29<sup>th</sup> October 2018 to; Harriet Atimaku Leonard at <a href="mailto:HarrietAT@unops.org">HarrietAT@unops.org</a> and cc <a href="mailto:FlorenceA@unops.org">FlorenceA@unops.org</a>. 2 days before the pre-bid meeting date. Only those who have submitted their details and obtained permission for access shall be allowed into the compound.</p> <p>Clarification meeting minutes shall be posted on UNGM under ITB Case No. Lot 4: UNOPS/SSOC/10502-001/ITB/WORKS/2018-062.</p>
Site Inspection (Article 10)	<p>Bidders may carry out their own site inspection with the prior written approval of UNOPS by 1<sup>st</sup> November 2018 in advance of their intent to conduct site inspection and the details of their representatives who will attend.</p> <p>Contact Person: Dax Julius DAYANAN  Email: <a href="mailto:Daxd@unops.org">Daxd@unops.org</a></p> <p><u>The site inspection is not mandatory. However, it is highly recommended that all bidders visit the site to understand the various aspects (materials and labour availability, equipment availability/and or transportation, access, etc.) of the project.</u></p> <p><b>Note:</b> Clarification meeting minutes will be posted on UNGM for all interested bidders to access.</p>
Bid validity period (Article 13)	Bids shall remain valid for acceptance by UNOPS for <b>One Hundred Twenty (120) Days</b> from the Deadline for Submission of Bids.
Alternative bids (Article 15)	Alternative bids will NOT be evaluated.
Bid security (Article 16)	<p>Bidders shall provide bid security in the form set out in Returnable Bid Schedule 2 – Form of Bid Security (see Section IV).</p> <p>The bid security shall be in the amount of <b>United States Dollars Two Thousand Five Hundred only. (USD 2,500)</b></p>

	<p><b>"ORIGINAL of the Bid Security should accompany the bid"</b></p> <p><b>Bidders are strongly advised to take note of the bid security validity period as shown in the form of bid security.(see Section IV).</b></p> <p>UNOPS shall only accept Bank Guarantees from Banks or other Financial Institutions rated by any of the three rating agencies and with a score of minimum Long Term Credit Rating ;</p> <ul style="list-style-type: none"> <li>• Standard and Poor's</li> <li>• Moody Investor Services</li> <li>• Fitch Ratings</li> </ul> <p>Minimum Long Term Credit Rating of BBB- with Standard and Poor's, a minimum Long Term Credit Rating of Baa3 with Moody Investor Services, or a minimum Long Term Credit Rating of BBB- with Fitch Rating</p>
Bid Currency (Article 17)	Prices shall be quoted in <b>United States Dollars (USD).</b>
Duties and Taxes (Article 18)	All bids shall be submitted net of any direct taxes (customs duties and indirect taxes, such as sales taxes, VAT, taxes on commodities such as fuel).
Language of bids (Article 20)	All bids, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this bid process shall be in <b>English language.</b>
Bid Submissions (Article 21)	<p>Bids must be submitted as follows:</p> <p>Personal delivery in sealed envelopes by the Deadline for Submission of Bids. The sealed envelopes shall contain one soft copy and two hardcopies. The two hardcopies shall comprise one original hardcopy bid clearly marked "Original". One hardcopy of the bid clearly marked "Copy" shall also be submitted. In the event of any discrepancy between the soft and/or hardcopies of the bid, the bid marked as "Original" shall govern.</p> <p>The envelope shall be labelled as follows:</p> <p><b>***CONFIDENTIAL BID - DO NOT OPEN UNLESS AUTHORIZED***</b></p> <p>United Nations Office for Project Services UNOPS South Sudan Operations Center UN House at Jebel Kujur, JubaSouth Sudan</p> <p>Personal delivery shall be made between the hours of 9:00am and 3:00pm on UNOPS regular working days by the Deadline for Submission of Bids.</p> <p>Att.: Chair Person, Bid Opening Committee. United Nations Office for Project Services</p>



	<p>South Sudan Operations Centre UN House, (Juba 3) Jebel Kujur Juba South Sudan Case No.: <b>UNOPS/SSOC/10502-001/ITB/WORKS/2018-062 (Lot 4)</b></p> <p>Deadline for Submission of Bids: <b>11:00 am – South Sudan Time on Monday, 12<sup>th</sup> November 2018</b></p> <p>From: <i>[Insert bidder's name &amp; details]</i> ]</p>
Deadline for Submission of Bids (Article 22)	<p>All bids must be submitted by <b>11:00 hours South Sudan Time on Monday, 12<sup>th</sup> November 2018</b></p>
Bid Opening (Article 24)	<p>Bids will be opened at <b>14:00 hours (South Sudan time) on 12<sup>th</sup> November 2018</b> at UNOPS SSOC, Dining Hall, Zone 5, Juba, South Sudan,</p> <p>Bidders or their authorized representative may attend the bid opening of the bid at the date, time and location specified above. Bidders or their authorized representative intending to attend must advise the above UNOPS contact two days before the opening with copy of their ID/Passport. A bid opening report indicating only the total price of each offer is available to all bidders upon request for only bidders who have submitted a tender for the particular Lot. Only one representative from each company is allowed to participate in the bid opening. <b>(Bid opening attendance is not mandatory).</b></p>

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## SECTION II

### INSTRUCTIONS TO BIDDERS

#### 1. INFORMATION FOR BIDDERS

Bidders are invited to submit a bid for the works described in the Bid Particulars in Section I, and further described in the Contract in Section V, in accordance with this ITB. All correspondence, notification and bids in relation to this ITB shall be sent to the contact person and address set out in the Bid Particulars in Section I.

#### 2. INTERPRETATION OF THE ITB

This ITB is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the bidder and UNOPS and nothing in or in connection with this ITB shall give rise to any liability on the part of UNOPS unless and until the Contract is signed by UNOPS and the successful bidder.

#### 3. AMENDMENTS TO THE ITB

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

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

In order to give the bidders reasonable time to take such modification into account, UNOPS may extend the Deadline for Submission of Bids as may be appropriate under the circumstances.

#### 4. BIDDER ELIGIBILITY

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

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

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

- (i) has been suspended or declared ineligible by UNOPS or any other entity of the United Nations system, including the World Bank;
- (ii) is on the UN 1267 terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or
- (iii) has not attended a mandatory site inspection or mandatory clarification meeting, if applicable, in accordance with Articles 9 and 10.

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- (iv) does not comply with any additional requirements as may be set out in the Bill of Particulars.

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

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

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

## **5. ERRORS OR OMISSIONS**

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

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

## **6. BIDDERS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT**

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

- (i) examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB;
- (ii) review the ITB to ensure that they have a complete copy of all documents;
- (iii) obtain and examine all other information relevant to the project and the scope of the works available on reasonable enquiry;
- (iv) verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site inspection or any discussion with UNOPS, its employees or agents;

- (v) attend any clarification meeting or Site Inspection that is mandatory under this ITB;
- (vi) fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the execution of the works; and
- (vii) form their own assessment of the nature and extent of work required to execute the works and properly account for all work in their bid.

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

Bidders acknowledge that UNOPS, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders.

#### **7. UNOPS MEASURED PRICE CONSTRUCTION CONTRACT**

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

#### **8. CLARIFICATION OF THE ITB**

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

UNOPS shall gather all requests for clarification and may respond in writing to all such requests at the same time. Responses to requests for clarification shall be communicated directly to all bidders that received the ITB directly from UNOPS if the ITB was not available online, and/or, if the ITB was available online or if stated in the Bid Particulars in Section I, responses will be posted online without disclosing the names of the bidders who submitted the requests for clarification.

#### **9. CLARIFICATION MEETINGS**

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

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

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

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

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

UNOPS shall prepare minutes of the clarification meeting and communicate them in writing directly to all bidders which received the bid documents directly from UNOPS if the ITB was not available online, and/or, if the ITB was available online or if stated in the Bid Particulars in Section I, the minutes will be posted online without disclosing the names of the bidders who attended the clarification meeting, shortly after the clarification meeting.

#### **10. SITE INSPECTION**

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

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

Bidders participating in a site inspection shall be responsible for:

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

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

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

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

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

## **11. CONTENT OF BID SUBMISSIONS**

### **11.1**

#### **Returnable Bid Schedules**

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

### **11.2**

#### **Other Information**

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

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

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

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

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

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

## **13. BID VALIDITY PERIOD**

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

Prior to expiration of the bid validity period, UNOPS may request in writing that the bidders extend the validity of their bids with the same conditions. Bidders who decline to extend the validity of their bid shall not forfeit their Bid Security. However, their bid shall become disqualified as no longer valid.



#### 14. PARTIAL BIDS

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

#### 15. ALTERNATIVE BIDS

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

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

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

- (i) All bids marked as "Alternative Bid" will be disqualified and only the bid marked as "Initial Bid" will be evaluated; or,
- (ii) All bids will be rejected if no indication is provided as to which bid is the original bid and which is/are the alternative bid(s).

If:

- (i) the Bid Particulars in Section I state that alternative bids may be evaluated;
- (ii) the bidder has submitted an Initial Bid and an Alternative Bid which meets the requirements of this Article 15; and
- (iii) the bidder's Initial Bid has been evaluated and that bidder has been assessed as the preferred bidder,

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

#### 16. BID SECURITY

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

UNOPS shall only accept Bank Guarantees from Banks or other Financial Institutions rated by any of the three rating agencies and with a score of minimum Long Term Credit Rating ;

- Standard and Poor's
- Moody Investor Services
- Fitch Ratings

Minimum Long Term Credit Rating of BBB- with Standard and Poor's, a minimum Long Term Credit Rating of Baa3 with Moody Investor Services, or a minimum Long Term Credit Rating of BBB- with Fitch Rating

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The bid security shall be valid for a period of 30 days beyond the Bid Validity Period, as may be extended, after which this bank guarantee will automatically become null and void, unless a dispute arises in relation to this bank guarantee.

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

- (i) if the bidder withdraws its bid after the Deadline for Submission of Bids and prior to the end of the Bid Validity Period, as may be extended; or
- (ii) in the case of a successful bidder, if the bidder fails to sign the Contract resulting from this bid process in accordance with the terms and conditions set forth in its bid; or
- (iii) if the bidder fails to furnish a performance security in accordance with the Contract, if any is required

Unsuccessful bidders shall organise with UNOPS to collect their bid security, UNOPS will make this available to bidders within fifteen days after it has expired.

#### **17. BID CURRENC(IES)**

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Prices in the bid shall be quoted in the currenc(ies) stated in the Bid Particulars in Section I. If applicable, for comparison and evaluation purposes, UNOPS will convert the bid prices into USD at the official United Nations rate of exchange in force at the time of the Deadline for Submission of Bids.

Bid Prices shall be fixed. Bids with adjustable Bid Prices shall be disqualified.

#### **18. DUTIES AND TAXES**

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

#### **19. BID FORMAT**

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A bid shall contain no interlineations, erasures, or overwriting. If necessary to correct errors made by a Bidder, hand written corrections to the bid may be made before the submission and/or the Deadline for Submission of Bids. In this case, such corrections shall be initialed by the person or persons who signed the bid.

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

#### **20. LANGUAGE OF BIDS**

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

Supporting documents may be submitted in their original language. If such language is different from that set out in the Bid Particulars in Section I, the supporting documents shall be submitted together with a translation of the supporting documents' relevant excerpts.

*Handwritten signature and date:*  
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## **21. BID SUBMISSION**

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All bids shall be submitted to UNOPS in accordance with the requirements set out in this ITB.

Bids that are not submitted in accordance with the provisions set out in this ITB may be rejected.

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

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All bids shall be received by UNOPS by no later than the time and date set out in the Bid Particulars in Section I. It shall be the sole responsibility of the bidders to ensure that their bid is received by the Deadline for Submission of Bids.

Bids submitted after the Deadline for Submission of Bids shall be rejected.

## **23. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS**

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Prior to the Deadline for Submission of Bids, a bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice to UNOPS. After the deadline for submission of the bids, however, the bids shall remain valid and open for acceptance by UNOPS for the entire Bid Validity Period, as may be extended.

If a bidder withdraws its bid after the Deadline for Submission of Bids and prior to the expiration of the Bid Validity Period, as may be extended, UNOPS may retain the bidder's Bid Security, if any has been required in accordance with Article 16.

Bids for which withdrawal has been requested prior to the deadline for submission of the bids shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, UNOPS shall have the right to discard such bid unopened without further notice to the Bidder. UNOPS shall not be responsible to return the bid to the Bidder at UNOPS' costs.

## **24. OPENING OF BIDS**

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Bids will be opened at the time and location, and in accordance with the requirements, set out in the Bid Particulars in Section I.

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

## **25. EVALUATION METHOD AND CRITERIA**

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

## **26. OTHER UNOPS RIGHTS**

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

UNOPS may, in its absolute discretion, do all or any of the following:

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

## **27. COLLECTION OF REJECTED OR UNSUCCESSFUL BID**

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

## **28. CONFIDENTIALITY**

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

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

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

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



- (v) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.

## **29. ETHICS AND CORRUPT PRACTICES**

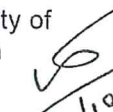
UNOPS requires that all bidders observe the highest standard of ethics during the entire bid process, as well as the duration of any contract that may be awarded as a result of this bid process. Therefore, all bidders shall represent and warrant that they:

- (i) have not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the bid process and any contract that may be awarded as a result of this bid process;
- (ii) have no conflict of interest that would prevent them from entering into a contract with UNOPS, and shall have no interest in other bidders or parties involved in this bid process or in the project underlying this bid process;
- (iii) have not engaged, or attempted to engage, in any Corrupt Practices in connection with this bid process or the contract that may be awarded as a result of this bid process. For the purposes of this provision, Corrupt Practices shall mean any of the following:
  - bribery: the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring works, or executing contracts;
  - extortion or coercion: the act of attempting to influence the process of procuring works, or executing contracts by means of threat of injury to person, property or reputation;
  - fraud: the misrepresentation of information or facts for the purpose of influencing the process of procuring works, or executing the contracts, to the detriment of UNOPS or other participants; or
  - collusion: the agreement between bidders designed to result in bids at artificial prices that are not competitive.
- (iv) have not been involved in, either directly or indirectly, nor have they funded, either directly or indirectly, any terrorist activities, notably upon basis of the consolidated list of individuals belonging to or associated with terrorist entities as established and maintained by the United Nations 1267 Committee.

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

## **30. AUDIT**

Any bidder participating in this bid process shall agree to cooperate with the Office of Internal Oversight Services of the United Nations, UNOPS Internal Audit and Investigations Group as well as with any other investigation units authorized by UNOPS Executive Director

  
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and UNOPS Ethics Officer to investigate any allegation of misconduct, and in particular any allegation of a breach of Article 29 above, in connection with this bid process or any contract that may be awarded as a result of this bid process.

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

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

### **31. BID PROTEST**

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

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## SECTION III EVALUATION METHOD AND CRITERIA

### 32. EVALUATION METHOD

Bid shall be evaluated on the basis of the "lowest priced substantially compliant offer" evaluation method.

Bids shall be evaluated according to the following procedure:

Firstly, bids shall be evaluated for technical compliance based on;

- Technical expertise and experience
- Safety, quality and insurance; and
- Capacity, resources and key personnel

Secondly, bids that are found to be technically compliant shall be evaluated based on price and value for money, analyzing all relevant costs, risks and benefits of each bid throughout the whole life cycle of the works and in the context of the project as a whole.

### 33. PRELIMINARY EXAMINATION

Upon opening of the bids, UNOPS shall proceed to a preliminary examination of the bids. UNOPS may reject any bid during the preliminary examination which does not comply with the requirements set out in this ITB, without further consultation with the bidder. Bids which are incomplete, frivolous, clearly not competitive or contain material deviations from or reservations to the terms of the Contract, may, in UNOPS absolute discretion, be rejected or excluded from further consideration at any time during the evaluation, including after preliminary examination. A bidder may not be permitted to correct or withdraw material deviations or reservations in a bid once the bids have been opened.

### 34. CLARIFICATION OF BIDS

UNOPS may request clarification or further information in writing from the bidders at any time during the bid process. The bidders' responses shall not contain any changes regarding the substance or price of the bid. UNOPS may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.

### 35. EVALUATION CRITERIA

#### 35.1 Preliminary Evaluation Criteria

The following information from the Returnable Proposal schedules will be evaluated in the preliminary evaluation:

If a bid fails a "pass/fail" criteria listed below it will be disqualified and will not be subject to further evaluation.

	Bids submitted as per the bid submission requirements of Section I and Article 21 before the deadline.	Pass / Fail
	Language of the bid proposal: English	Pass / Fail

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	Bid Proposal Validity 120 days	Pass / Fail
Schedule 1	<b>BID FORM - Must be signed</b>	Pass / Fail
Schedule 2	Bid Security in Original (USD 2,500 - valid for 150 days)	Pass/ Fail
Schedule 3	Bidder's Details	Check/clarify
Schedule 4	Submitted Priced BOQ + Day Work Rates + Schedule of Rates	Pass / Fail
	<b>SPECIAL UNOPS CONDITIONS</b>	
	The bidder is a local South Sudanese construction contracting company with a legal evidence of minimum shareholding 51% or major trustee being owned by South Sudanese nationals registered in South Sudan. In case of Joint Venture and/or association, 51% shareholding trustee or major ownership has to be held by South Sudanese nationals. Bidders are requested to submit a search certificate from Business Registry under Ministry of Justice.	Pass/Fail
	Suppliers shall not be eligible to submit an offer when at the time of proposal submission:	
	a) Suppliers are already suspended by UNOPS, or,	Pass / Fail
	b) Supplier's names are mentioned in the UN 1267 Terrorist list issued by the Security Council resolution 1267, which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban, or,	Pass / Fail
	c) Suppliers are suspended by the UN Procurement Division (UN/PD), or,	Pass / Fail
	d) Suppliers have been declared ineligible by the World Bank	Pass / Fail
	e) suppliers declared ineligible by USAID or US Government restrictions especially the Global Magnitsky Act and others	Pass / Fail

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### 35.2 Technical Evaluation Criteria

The following information from the Returnable Proposal schedules will be evaluated in the technical evaluation:

If a bid fails a "pass fail" criteria listed below it will be disqualified and will not be subject to further evaluation.

#### Returnable Bid Schedule 1 - Form of Bid

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

#### Returnable Bid Schedule 2 - Bid Security

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

#### Returnable Bid Schedule 3 - Bidder Details

The bidder's details are correctly filled out.  
Check and clarify

#### Returnable Bid Schedule 5 - Preliminary Programme

The bidder's preliminary program demonstrates the bidder's capacity to plan and programme the works within timelines that are consistent with industry practice, the project requirements and UNOPS' project technical staff programme.

The contractor should have the ability to give confirmation and statement of ability to mobilize resources and commence work within **twenty one (21) calendar days** after award of contract and receiving the notice to commence from UNOPS engineer.

The completion time for these following work packages:

- **Lot 4 = 10 months (equivalent of 40 weeks)**

In addition to narrative, the Programme(s) shall also be presented in Gantt Chart form and printed in A4 or A3 size. If the time period indicated for the substantial completion exceeds the above time period or if the major works items are not considered in the programme, it shall carry 'Fail' marks in the evaluation.

Pass / Fail

#### Returnable Bid Schedule 6 – Project Team and Organisational Structure

The bidder's project team and organisational structure demonstrate the capacity of the bidder's core team to execute the works and should include all essential roles filled with people of the required experience. CV's should be used to verify the expertise and experience of the bidder's personnel if required.

The minimum requirements for the key personnel are as following:

(Per Lot / each project site)

Pass / Fail

Ref #	Key Personnel	Number	Qualifications and Experience
1	Project Manager	1	Degree holder in Civil/Building Engineering or equivalent + <b>3 years</b> work experience of a similar nature

*Handwritten signature and date:*  
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2	Site Engineer	1	Degree holders in Civil/Building Engineering or equivalent + <b>2 years</b> work experience of a similar nature
3	Materials Engineer	1	Degree holders in Material Engineering or equivalent + <b>2 years</b> work experience of similar nature
4	Site Foreman	1	Certificate + <b>2 years'</b> work experience of project of similar nature
5	Survey Technician	1	Certificate + <b>2 years'</b> work experience of project of similar nature
6	Laboratory Technician	1	Certificate + <b>2 years'</b> work experience of project of similar nature

#### Returnable Bid Schedule 7 – Insurances

The bidder's insurances comply with the ITB's requirements.

Check and clarify

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

- A) (a) *Three (3) similar contracts executed successfully during the last [5] years.*  
Details of experience and past performance of the bidder on similar works within the past five (5) years. The bidder must demonstrate through past projects its ability to produce a high quality works. Letters of reference and/or completion certificates from previous employers are required.  
Pass / Fail

- b)  
The bidder should have minimum annual construction turn over equivalent to **twice** the value quoted against the bid in anyone of the last five years (**attach duly certified audited annual financial statements for the last three year period**).  
Pass / Fail

- c) *Capacity to undertake this contract within current workload.*  
Cumulative work capability of the bidder shall be at least **50% of Bidder's offer**. The cumulative work capability is calculated as follows: (**Cumulative work capability in USD**) = (**Highest annual turnover in any three years within the last five years**) – (**Amount of Works in Hand**).

Bidder must submit supporting documents showing all ongoing contracts including each project name, location, client (with email and phone No.), and the contract amount, as well as amount or percentage of each contract completed.  
Pass / Fail

- B) The bidder must provide confirmation and statement of ability to mobilize resources and commence working within **21 calendar days** upon notification to commence work from the Engineer issued immediately after Contract award.



Pass / Fail

C) *Key assets that the bidder shall demonstrate adequate ownership of, or access to:*

Bidders are required to provide a comprehensive list with details of plant and machinery that is to be included for the execution of the project. At a minimum this should include:

**Minimum equipment requirements:(Per Lot / each project site)**

S/N	Machinery/ Equipment	Qty (Min. Requirement)
1	Excavator ( minimum bucket is 2m <sup>3</sup> )	2
2	Motor Grader's	2
3	Bulldozer D8 or equivalent	1
4	Backhoe loader	1
5	Road Roller's	2
6	Tipper Trucks ( minimum 12 ton)	5
7	Water Tankers/ Bowser's	3
8	Lorry Trucks	1
9	Pick-up or small vehicle	1
10	Low Bed Truck	1
11	Fuel Truck	1
12	Plate Compactor's	2
13	Concrete/ Mortar Mixer	2
14	Power Generator	2
15	Survey Instrument	
	(a) Total Station Set	1
	(b) Dumpy Level Set	1
16	Laboratory Equipment	
	(a) Complete set for soil testing and FDT	1
17	Water pumps	2

*Provide documentary evidence to demonstrate that the key, equipment and machinery listed are owned by bidder; if not, the key equipment and machinery are hired or will be made available for bidder if awarded the contract. This information should be completed in the format provided in Returnable Quotation Schedule 8.*

*The contractor is required to mobilize to the site within **twenty one (21) calendar days** of signing the contract. Refer to Returnable Quotation Schedule 8.*

*Confirmation and statement of ability to mobilize resources and commence work within **twenty one (21) calendar days** after award of contract & receiving the Notice to commence from the Employer (attach supporting documents).*

Pass / Fail

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**Returnable Bid Schedule 9 – Implementation/Quality Management System**

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

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

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

**Returnable Bid Schedule 11 – Environmental Management System**

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

~~**Returnable Bid Schedule 12 – Proposed Subcontractors and Suppliers**~~  
~~Not used~~

**Returnable Bid Schedule 13 – Proposed Sources of Naturally Occurring Material**

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

**Returnable Bid Schedule 14 – Outline Statement of Proposed Methods**

The bidder's proposed method statement demonstrates the bidder's capacity to plan and execute the works in a professional and properly staged manner  
Pass / Fail

**Returnable Bid Schedule 15 – Declaration**

The bidder's declaration is correctly filled out.  
Check and clarify

**Returnable Bid Schedule 16 – Conflict of Interest**

The bidder's filled out this schedule.  
Check and clarify

**Returnable Bid Schedule 17 – Dispute Details**

The bidder's filled out this schedule.  
Check and clarify

**Returnable Bid Schedule 18 – Addenda to ITB**

The bidder's filled out this schedule.  
Check and clarify

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### **35.3 Financial Evaluation Criteria**

Only bids that meet the requirements of the preliminary evaluation criteria and are technically compliant shall be considered for Financial Evaluation.

- For the purpose of evaluating the bids, only the value of the Bill of Quantities shall be used.
- For the purpose of awarding the Contract, the Contract Price shall be equal to the value of the Bill of Quantities only.
- Offers shall be evaluated based on price and value for money, analysing all relevant costs, risks and benefits of each bid throughout the whole life cycle of the works and in the context of the project as a whole. The lowest priced bid will not necessarily be accepted.
- Bids determined to be compliant shall be checked for any arithmetic errors in computation and summation. Discrepancies and errors in the Price Component of the Bid will be corrected as follows:
  - i. Where there is discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - ii. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the quoted unit rate will govern, unless in the opinion of UNOPS there is an obviously gross misplacement of the decimal point in the unit rate, in which case the unit rate will be corrected and the line item total respected or corrected in accordance with this paragraph, if need be.
- The amount stated in the bid shall be adjusted by UNOPS in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the bid will be rejected.

This tender (Lot 4) forms part of the tenders listed below for the same project. All the tenders below are therefore linked, nevertheless, bidders are free to participate in one or more Lots.

- **ITB Lot 1:** *Rehabilitation of Community Access Feeder Roads (Yambio –Gangura-Nabiapai Feeder Road, 34.4 KM (KM 0+000 to 34+400)) in Yambio County, Gbudwe State, Western Equitorial State, Republic of South Sudan - UNOPS/SSOC/10502-001/ITB/WORKS/2018-59*
- **ITB Lot 2-** *Rehabilitation of Community Access Feeder Roads (Nzara –Basukangbi-Ndoromo Feeder Road 27 KM (KM 0+000 to 27+000)) Section 1, Yambio County, Gbudwe State, Republic of South Sudan- UNOPS/SSOC/10502-001/ITB/WORKS/2018-060*
- **ITB Lot 3-** *Rehabilitation of Community Access Feeder Roads (Nzara –Basukangbi-Ndoromo Feeder Road 26.3 KM (KM 27+000 to 53+300)) Section 2, Yambio County, Gbudwe State, Republic of South Sudan - UNOPS/SSOC/10502-001/ITB/WORKS/2018-061*

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- **ITB Lot 5- Rehabilitation of Community Access Feeder Roads (Gangura – James Diko - Rimenze Feeder Road 18.5 KM (KM 19+300 to 37+800))**Section 3, Yambio County, Ghudwe State, Republic of South Sudan- **UNOPS/SSOC/10502-001/ITB/WORKS/2018-063**
- A bidder may bid for more than one ITB, however, when determining a contractor's capacity for award of multiple contracts, the supplier post-qualification evaluation (which includes, but is not limited to, capability and capacity) will take into account awards already made / recommended in the other ITBs. A minimum of **Two** contract may be awarded to a single contractor up to a maximum of three Contracts.
- Where a bidder quoted more than one/two lowest-priced bid in any of the two ITBs, a price comparison of the lowest-priced bid (A) shall be made with the second lowest prices (i.e. bid (B)) and price differences between bid (A) and bid (B) for each ITB shall then be calculated to determine highest saving for UNOPS.
- In order to achieve the highest savings and select the most cost effective combination of multiple offers for the final recommendation of award, the Packages where the price differences between the Bidder (A) offer and the offer of the Bidder (B) are higher shall be awarded to the Bidder (A) until the combinations of the number of Lots awarded to the Bidder (A) reaches 2 No of packages.
- Where a bidder does not meet all the post-qualification criteria to perform contracts for which it is the lowest-priced substantially-compliant, UNOPS will award each of the affected bids in a manner which achieves the best overall value-for-money for UNOPS.
- UNOPS may request clarification or further information in writing from the bidders at any time during the bid process. The bidders' responses shall not contain any changes regarding the substance (including the rates) of their bid.
- UNOPS may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.
- Where a bidder is awarded more than one lot, note that each contract of a maximum of 10 (ten) month duration will start simultaneously so that all contracts are completed within 10 (ten) months.

Returnable Bid Schedule 4 – Bill of Quantities  
Pass / Fail

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**SECTION IV**  
**RETURABLE BID SCHEDULES**

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

**Bidders must complete all the Returnable Quotation Schedules as instructed.**

*Returnable Bid Schedule 1 - Form of Bid*

*Returnable Bid Schedule 2 - Bid Security*

*Returnable Bid Schedule 3 - Bidder Details*

*Returnable Bid Schedule 4 – Bill of Quantities*

*Returnable Bid Schedule 5 - Preliminary Programme*

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

*Returnable Bid Schedule 7 – Insurances*

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

*Returnable Bid Schedule 9 - Implementation/Quality Management System Proposals*

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

*Returnable Bid Schedule 11 – Environmental Management System*

*~~Returnable Bid Schedule 12 – Proposed Subcontractors and Suppliers – Not used~~*

*Returnable Bid Schedule 13- Proposed Sources of Naturally occurring Materials*

*Returnable Bid Schedule 14 – Outline Statement of Proposed Methods*

*Returnable Bid Schedule 15 – Declaration*

*Returnable Bid Schedule 16 – Conflict of Interest*

*Returnable Bid Schedule 17 – Dispute Details*

*Returnable Bid Schedule 18 – Addenda to ITB*

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**RETURNABLE BID SCHEDULE 1  
FORM OF BID**

United Nations Office for Project Services  
South Sudan Operations Centre  
UN House, (Juba 3)  
Jebel Kujur  
Juba South Sudan

Dear Sir/Madam,

**Subject: Lot 4 : Bid for the Rehabilitation of Gangura – James Diko - Rimenze Feeder Road 12.8 KM (KM 0+000 to 12+800)Section 1 and 19.3 KM (KM 0+000 to 19+300) Section 2 , Yambio County, Gbudwe State, Republic of South Sudan. Case No. UNOPS/SSOC/10502-001/ITB/WORKS/2018-062 dated [Insert Date].**

1. We, [Name of Bidder], hereby submit a bid for the construction of the above-referenced works in response to the above-referenced ITB.
2. We warrant that in preparing and submitting this bid, we have complied with, and are willing to be bound by, any and all of the requirements and provisions of the above-referenced ITB, including the terms and conditions of the Contract as set out in Section V of the ITB.
3. Based on the above, our proposed Contract Price is: [Insert Proposed Contract Price in numbers and letters].
4. Our bid shall remain valid for UNOPS' acceptance until **One Hundred Twenty (120) days** from the Deadline for Submission of Bids.
5. We acknowledge and agree that:
  - subject to Section III of the ITB, UNOPS is not bound to accept the lowest bid or any other bid it may receive in response to the above-referenced ITB;
  - no liability of UNOPS and no binding contract exists until the Contract is executed by both parties;
  - each party constituting the bidder is bound jointly and severally by this bid;
6. Enclosed is a bid security in the sum of [insert amount] in the form set out in the Returnable Bid Schedule 2 – Form of Bid Security, issued by [insert name of bank].

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

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

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

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

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

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

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RETURNABLE BID SCHEDULE 2

FORM OF BID SECURITY

BANK GUARANTEE FOR BID

(PLEASE REFER TO ARTICLE 16 UNDER SECTION 1 ABOVE)

[Insert Letterhead of Bank]

Date: [insert]

To: United Nations Office for Project Services  
South Sudan Operations Centre  
UN House, (Juba 3)  
Jebel Kujur  
Juba South Sudan

Dear [insert]

Re: Bank Guarantee for Bid in response to Invitation to Bid, Case No. UNOPS/SSOC/10502-001/ITB/WORKS/2018-062 (Lot 4)

The United Nations Office for Project Services (UNOPS) issued an Invitation to Bid for the construction of [Insert a brief description of the project] in [Insert name of country and city], Case No. [Insert Case No.] (ITB). In response to this ITB, [insert name of bidder] has informed you of its intent to submit a bid.

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

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

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

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

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

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

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

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

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

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

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

Notices under this bank guarantee shall be made to:

[insert contact information for notices]

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

**SIGNED** by [insert]

as attorney for [insert]

under power of attorney dated [insert]

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



RETURNABLE BID SCHEDULE 3

BIDDER'S DETAILS

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

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RETURNABLE BID SCHEDULE 4

BILL OF QUANTITIES

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

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

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

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

*Note to bidders: Bidders shall submit within this Returnable Bid Schedule 4 (or annexed to it if files size is prohibitively large) fixed unit rates and prices for all items in the Bill of Quantities. Bidders shall provide rates and/or prices for all items listed in the Bill of Quantities. Where an item is not priced and/or a rate is not provided in the Bill of Quantities such price and/or rate shall be deemed to be allowed for and included in other rates or prices contained in the Bill of Quantities.*

Refer to Annex A -Bill of Quantities

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

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

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

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

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

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

*Bidders are required to make their own detailed assessment of the time, work methods and activities that shall be required for the successful and timely completion of the works, and shall submit their bid on the basis of an assurance that the works can be completed by the Time for Completion and the Milestone Dates identified in the Contract.*

The completion time **10 months**. (equivalent to 40 weeks)

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

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

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

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

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## RETURNABLE BID SCHEDULE 6

### PROPOSED PROJECT TEAM AND ORGANIZATIONAL STRUCTURE

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

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

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

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

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

1. the key personnel that the bidder proposes to assign to the execution of the works;
2. the qualifications and relevant experience of each of the key personnel that the bidder proposes to assign to the execution of the works, including a CV/resume for each of the key personnel;
3. the proposed organisational structure for carrying out the works. Bidders are to attach a chart indicating the bidder's organisation structure; and
4. the bidder's representatives who are authorized to sign the Contract. The bidder shall provide a copy of such authorization]

#### Key Personnel for Lot 4.

No.	Name	Position Description	Qty	Minimum years of Experience	Years Exp
1	[Insert Name]	Project Manager	1	Degree holder in Civil/Building Engineering or equivalent + 3 years work experience of a similar nature	[Insert No.]
2	[Insert Name]	Site Engineer	1	Degree holders in Civil/Building Engineering or equivalent + 2 years work experience of a similar nature	[Insert No.]
3	[Insert Name]	Materials Engineer	1	Degree holders in Material Engineering or equivalent + 2 years work experience of similar nature	[Insert No.]
4	[Insert Name]	Site Foreman	1	Certificate + 2 years' work experience of project of similar nature	[Insert No.]
5	[Insert Name]	Survey Technicia	1	Certificate + 2 years' work experience of project of similar	[Insert No.]

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		n		nature	
6	[Insert Name]	Laborator y Technicia n	1	Certificate + 2 years' work experience of project of similar nature	[Insert No.]

Contractor's Representative as per the Contract:

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

### PERSONNEL & RESUME FORM

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

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

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

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

Name & signature of personne: \_\_\_\_\_

Date \_\_\_\_\_

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## RETURNABLE BID SCHEDULE 7

### INSURANCES

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

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

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

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

*Note to bidders: Bidders are to provide details of their insurance policies if they have any at the time of preparing their Bid. If selected, Bidders will have to comply with the insurance requirements as set out under Schedule 14 of the Contract. Bidders are advised that UNOPS may request copies of the insurance policies and any endorsements during the review of bids, including amounts of any deductibles and all exclusions.*

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

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

#### 2. Marine Cargo Insurance

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

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*24/10/18*

**3. Workers' Compensation/Employer's Liability Insurance**

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

**4. Contractor's Plant and Equipment Insurance**

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

**5. Motor Insurance**

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

**6. Professional Indemnity Insurance**

Name of Insurer:	
Policy No:	
Insured Amount:	

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Renewal Date:	
Name of Broker:	
Contact details of Broker:	

The bidder **must** tick **Yes** or **No** below:

We, the bidder, confirm that we will provide the above insurance policies:

YES

NO

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24/10/18



## RETURNABLE BID SCHEDULE 8

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

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

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

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

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

**1. Three similar Projects executed successfully during the last [5] years:**

Project	Contract Amount	Time Completed – Month -year	Client	Contact details of Clinet

**2. All projects during the last [5] years:**

Project	Contract Amount	Time Completed – Month -year	Client	Contact details of Clinet

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

Bidders shall submit details of current works at hand in the following format

Project	Contract Amount	Current Completion status	Balance Amount of Work

The bidder must provide confirmation and statement of ability to mobilize resources and commence working within **21 calender days** upon notification to commence work from the Engineer issued immediately after Contract award.

**4. Assets**

Bidders are required to complete the information below for each key equipment indicated below

The Bidder shall provide adequate information to clearly demonstrate that it has the capability to meet the requirements for the key equipment listed below.

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**Essential assets subject to evaluation:**

**Minimum equipment requirements:(Per Lot / each project site)**

S/N	Machinery/ Equipment	Qty (Min. Re- quirement)	Qty offered	Owned/Hired/ Lease
1	Excavator ( minimum bucket is 2m³)	2		
2	Motor Grader's	2		
3	Bulldozer D8 or equivalent	1		
4	Backhoe loader	1		
5	Road Roller's	2		
6	Tipper Trucks ( minimum 12 ton)	5		
7	Water Tankers/ Bowser's	3		
8	Lorry Trucks	1		
9	Pick-up or small vehicle	1		
10	Low Bed Truck	1		
11	Fuel Truck	1		
12	Plate Compactor's	2		
13	Concrete/ Mortar Mixer	2		
14	Power Generator	2		
15	Survey Instrument			
	(c) Total Station Set	1		
	(d) Dumpy Level Set	1		
16	Laboratory Equipment			
	(b) Complete set for soil testing and FDT	1		
17	Water pumps	2		

If the above facilities, fixed and/or mobile plants and equipments are not owned by the bidder, please include information on how facilities, fixed and/or mobile plants and equipments will be hired or leased.

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

Equipment type	Avialable quantity for the work	Make/Model	Current Location	Hired	Registration details of Hired/Leased equipment

[illegible]

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RETURNABLE BID SCHEDULE 9

IMPLEMENTATION/QUALITY MANAGEMENT SYSTEM PROPOSALS

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

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

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

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

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

**1. Implementation/Quality Management Manual**

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

**2. Implementation/Quality Management Plan**

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

The quality plan shall be:

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

**3. Integration of Management System**

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

Bidder shall provide confirmation to meet UNOPS Quality management Plan - annexed to this ITB as Annex E.

YES

NO

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RETURNABLE BID SCHEDULE 10

OHS (HEALTH AND SAFETY) MANAGEMENT SYSTEM

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

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

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

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

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

**1. Health and Safety Management Manual**

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

**2. Health and Safety Management Plan**

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

*The HS plan shall be:*

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

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

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

Bidder shall provide confirmation to meet UNOPS Health and Safety management System, - annexed to this ITB as Annex D.

YES

NO

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**RETURNABLE BID SCHEDULE 11**  
**ENVIRONMENTAL MANAGEMENT SYSTEM**

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

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

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

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

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

**1. Environmental Management Manual:**

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

**2. Environmental Management Plan:**

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

*The EM plan shall be:*

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

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

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

Bidder shall provide confirmation to meet UNOPS Environmental management system, - annexed to this ITB as Annex F.

YES

NO

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24/10/18



RETURNABLE BID SCHEDULE 12  
PROPOSED SUBCONTRACTORS AND SUPPLIERS  
( NOT USED)

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24/10/18

RETURNABLE BID SCHEDULE 13

PROPOSED SOURCES OF NATURALLY OCCURRING MATERIALS

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

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

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

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

*Note to Bidders: Bidders shall provide details of their proposed sources of naturally occurring materials, including aggregates or bidders should provide details of their suppliers of such proposed naturally occurring materials.*

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RETURNABLE BID SCHEDULE 14

OUTLINE STATEMENT OF PROPOSED METHODS

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

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

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

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

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

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

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RETURNABLE BID SCHEDULE 15

DECLARATION

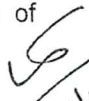
United Nations Office for Project Services  
South Sudan Operations Centre  
UN House, (Juba 3)  
Jebel Kujur  
Juba South Sudan

Dear Sir/Madam,

**Subject: Lot 4: Invitation to Bid for Rehabilitation of Gangura – James Diko - Rimenze Feeder Road 12.8 KM (KM 0+000 to 12+800) Section 1 and 19.3 KM (KM 0+000 to 19+300) Section 2 , Yambio County, Gbudwe State, Republic of South Sudan, case No.: UNOPS/SSOC/10502-001/ITB/WORKS/2018-062**

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

1. I am duly authorised by [insert name of bidder] (the Bidder) to make this declaration on its behalf.
2. I make this declaration on behalf of the Bidder.
3. Before the Bidder submitted its bid, neither the Bidder, nor any of its employees or agents, had knowledge of the bid price proposed by any other bidder who submitted, or of any person, company, other body corporate or firm that proposed to submit, a bid in response to this ITB.
4. Before the Deadline for Submission of Bids of this bid process, neither the Bidder, nor any of its employees or agents, disclosed the Bidder's bid price to:
  - (i) any other bidder who submitted a bid in response to this ITB;
  - (ii) any person, company, other body corporate or firm proposing to submit a bid in response to this ITB.
5. Neither the Bidder, nor any of its employees or agents, has provided information to:
  - (i) any other bidder who has submitted a bid in response to this ITB;
  - (ii) any person, company, other body corporate or firm proposing to submit a bid in response to this ITB; or
  - (iii) any other person, company, body corporate or firm for the purpose of assisting in the preparation of a bid in response to this ITB.
6. The Bidder is genuinely competing for the Contract.
7. Neither the Bidder, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding, other than as disclosed to UNOPS in the bid, that the successful bidder for the Contract shall pay any money to, or provide any other benefit or other financial advantage to, an industry association in respect of the Contract.

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

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

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

\_\_\_\_\_  
Signature of authorised witness

\_\_\_\_\_  
Name of authorised witness  
(capital letters)

\_\_\_\_\_  
Address of authorised witness

\_\_\_\_\_  
Witness' Occupation

\_\_\_\_\_  
Signature of declarant

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24/10/18

RETURNABLE BID SCHEDULE 16

CONFLICTS OF INTEREST

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

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

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

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

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

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

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RETURNABLE BID SCHEDULE 17

DISPUTE DETAILS

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

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

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

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

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

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RETURNABLE BID SCHEDULE 18

ADDENDA TO ITB

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

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

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

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

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

Addendum Number	Dated

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24/10/18

SECTION V: UNOPS MEASURED PRICE CONSTRUCTION CONTRACT

(Attached)

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24/10/18